

AGREEMENT

AMERICAN RED CROSS BLOOD SERVICES

NEW ENGLAND REGION

AND

TEAMSTERS LOCAL UNION NO. 25

October 1, 20241 – September 30, ~~2024~~2028

AGREEMENT

Agreement entered into as of this 1st day of October 2024¹, by and between AMERICAN RED CROSS BLOOD SERVICES - NEW ENGLAND REGION, hereinafter called the “Program,” and the TEAMSTERS LOCAL UNION NO. 25, hereinafter called the “Union.” Additionally, the Parties agree to the provisions of the Teamster National Agreement to this Local Agreement (or “Agreement”), which is attached and hereby incorporated for all purposes.

AGREEMENT

The purpose of this Agreement is to set forth terms and conditions of employment, to prevent interruptions of work and interferences with the efficient operation of the Program; to secure fair and prompt disposition of grievances, and generally to promote sound labor management relations, and therefore both parties intend to manifest good faith and credibility in carrying out this purpose.

The Program agrees to act at all times in such a manner as to assure proper dignity and respect to all employees covered by this Agreement. The Union and the said employees agree to act at all times in such a manner as to assure proper respect to the Program. The Union and the Program agree to cooperate in assuring the efficient operation of the Program, in serving the needs of the community, and in meeting the highest of professional standards in such service.

1.SCOPE OF AGREEMENT

Scope This Agreement **and the Teamster National Agreement** shall cover all employees of the Program in the classifications listed in Article 12 who are employed at the Program's locations in Dedham and Springfield, Massachusetts (hereinafter referred to as "employees" except where otherwise defined). If the Program creates a location in Peabody or Worcester, employees in the classifications listed in Article 12 employed at the location shall be covered by this Agreement. If the Program decides to open a new location anywhere else in Massachusetts, it shall, where possible, give sixty (60) days' notice to the Union and opportunity for the Union to discuss the proposed action with the Program.

Successors. This Agreement shall be binding upon the parties hereto, their heirs, successors, administrators, executors and assigns. In the event an entire operation, or any part thereof, is sold, leased, transferred or taken over by sale, transfer, lease or assignment, receivership, bankruptcy proceedings, or is taken over by management control, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. On the sale, transfer, or lease of any individual run or runs, only the specific provisions of this Agreement shall prevail. It is understood by this section that the parties hereto shall not use any leasing device to a third party to evade this Agreement.

The Program shall give notice of the existence of this Agreement to any heir, transferee, purchaser, lessee, assignee, etc., of the operations covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union not less than thirty (30) days prior to the effective date of sale or transfer. No part of the work or operations covered by this Agreement shall be sublet, transferred or in any other manner disposed of without at least thirty (30) days'

advance written notice to the Union, and opportunity for the Union to discuss the proposed action with the Program.

Subcontracting. Except as provided by Teamster National Agreement Article 8, Section 8, the Program 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 Program will not subcontract work unless the subcontracting does not result in the layoff of any bargaining unit employee.

2. UNION RECOGNITION AND UNION SECURITY

Recognition. The Program recognizes the Union as the sole and exclusive representative of all employees in the classifications covered by this Agreement as listed in Article 12 who are employed at the Program's locations in Dedham and Springfield, Massachusetts, for the purposes of collective bargaining as provided by the Labor-Management Relations Act of 1947, as amended. If the Program decides to open a new location in Massachusetts, it shall, where possible, give sixty (60) days' notice to the Union and opportunity for the Union to discuss the proposed action with the Program. The Program agrees that before it creates and/or eliminates a position and/or job title, or consolidates or combines positions and/or job titles, or implements new job descriptions, it will give the Union notice and an opportunity to bargain over the impact of any such changes.

Union Security. All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union, and all employees who are hired

hereafter, shall become and remain members in good standing of the Union as a condition of employment on and after the thirty-first day following the beginning of their employment, or on and after the thirty-first day following the effective date of this Agreement, or the date of execution of this Agreement, whichever is the latest.

Side Agreements. There shall be no individual agreements between the Program and employees inconsistent or in conflict with this Agreement, or the Teamster National Agreement, or extending or restricting its provisions.

Supervisory Employees. Supervisors (and volunteers) may perform bargaining unit work in the circumstances outlined in Article 8, Section 3 and Section 8 of the Teamster National Agreement.

Check-off. The Program agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions taken from the first payroll of the month and remit such deductions to the Local Union by the second payroll period of each month for which the deduction is made. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

Credit Union. The Program agrees to deduct certain specified amounts each pay period from the wages of those employees who shall have given the Program written authorization to make such

deduction. The amounts so deducted shall be remitted per pay period (electronically, if feasible) to the Teamsters Local 25 Federal Credit Union (hereinafter called the "Credit Union"). The Program shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee's earnings shall be less than the amount authorized for deduction.

Drive. The Program agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Program of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a biweekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Program shall transmit to DRIVE Chapter 25 on a monthly basis, in one (1) check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck.

3.MANAGEMENT RIGHTS

The management of the Program and the direction of the working force, including but not limited to, the right to plan, direct and control operations, the right to require reasonable standards of performance, the right to schedule working hours, to hire, promote, demote and transfer, to suspend, discipline, discharge for just cause, or to relieve employees because of lack of work or for other legitimate reasons, the right to require reasonable overtime work, the right to introduce new and improved methods and procedures, or to change existing methods and procedures, and

the right to make and enforce reasonable rules and regulations not inconsistent with the provisions of this Agreement, are vested exclusively in the Program.

4.STEWARDS

The Program recognizes the right of the Union to designate Stewards and alternates from the Program's Seniority List. Stewards so designated by the Union shall have the "superseniority" rights specified in Article 5 of this Agreement.

There will be a Steward in each location. The Steward will be permitted to investigate, present and process grievances at the location where he is employed (which shall include the location where his unit is working on a particular day), provided that this will not interfere with the efficient operation of his job or unit, and that he will make advance arrangement with his immediate supervisor at the time and place involved. Permission will not be unreasonably withheld. Such time spent in handling grievances shall be considered working hours in computing overtime.

The authority of Stewards and alternates, so designated by the Union, shall be limited to and shall not exceed the following duties and activities:

- (a) The investigation and presentation of grievances to the Program or the designated Program representative in accordance with the provisions of this Agreement.
- (b) The collection of dues when authorized by appropriate Union action.
- (c) The transmission of such messages and information which shall originate with, and are authorized by the Union, or its officers, provided such messages and information:
 - 1. Have been reduced to writing, or
 - 2. If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdowns, refusals to handle goods, or any other interference with the Program's operations; provided, however, that the activities

referred to in (a), (b) and (c) shall not be performed in such fashion as to unreasonably conflict with the Steward's work duties.

Stewards and alternates have no authority to take strike action or any other action interrupting the Program's operations, except as authorized by official action of the Union.

The Program recognizes these limitations upon the authority of Stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Program in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Steward or alternate has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

5.SENIORITY

Regular Full-Time Employees. "Regular full-time employees" are those normally scheduled to work at least forty (40) hours in a work week.

Seniority. Seniority for employees governed by this Agreement shall be defined as the period of continuous employment with the Program as a regular full-time employee, at the place or places of employment covered by this Agreement, (hereafter sometimes called "Program seniority" or "Program Service"), provided, however, that employees designated by the Union as "Stewards" under Article 4 shall possess super-seniority for the purposes of Article 5 Section 4(a) hereof, and provided further, however, that such super-seniority and consequent preference for work in the event of layoff shall apply only to work for which such Stewards are qualified. A seniority list of regular employees, and a seniority list of per diem employees, will be posted at each location twice a year, in January and July. The seniority list will include regular and per diem employees' seniority dates and dates of original hire. Failure of an employee to notify the Program of an error on

the list within thirty (30) calendar days after it is posted shall be deemed acceptance of the correctness of the employee's seniority date as listed.

The following seniority lists shall be maintained in Dedham for the purpose of bidding for weekend, holiday, and overtime as described elsewhere in this agreement and supplement; Mobile Operations, Distribution, Maintenance, Warehouse, Fleet and CSR.

New Employees. All new employees shall be hired on a one hundred twenty (120) calendar days' trial basis and shall work under the provisions of this Agreement, within which time they may be dismissed without protest by the Union. After the one hundred twenty (120) day trial period, but not less than a minimum of one hundred ninety-two (192) hours during the one hundred twenty (120) days' trial period, they shall be placed on the Seniority List as regular full-time employees in accordance with their date of hire. However, any employee who completes the one hundred ninety-two (192) hours but less than one hundred twenty (120) calendar days, who is then laid off by the Program and then rehired within the next sixty (60) calendar days, shall be considered as having made the Seniority List as a regular full-time employee in accordance with his original date of hire.

Preference.

(a) **General layoff procedure:** When there is a surplus of employees for lack of work which requires a layoff, the procedure shall be as follows:

- (1) The surplus employees shall be removed from the jobs affected, beginning with the employee with the lowest Program seniority. A volunteer for layoff will be accepted if the result is that an equivalent position will not have to be declared surplus.

- (2) Any employee removed from his job as described above shall have the right to bump any other employee in his department with less seniority, and the employee so bumped may bump any other employee in his department with less seniority.
- (3) Any employee removed from his job as described in paragraph (1) who does not have sufficient seniority to bump within his department as described in paragraph (2), or any employee who has been bumped out of his department by operation of paragraph (2), may, if he has sufficient seniority, bump into another department so long as, with whatever training is necessary, he is able to perform the available work with normal efficiency.
- (4) An employee displaced from his location may waive the right, if any, to displace at another location, and be laid off, in which case his right of recall under (d) below shall be limited to the location from which he was laid off.
- (5) Notwithstanding any of the foregoing, an employee in the Maintenance classification is not subject to displacement by an employee in another classification.

(b) **Layoff not exceeding seven (7) calendar days:** Employees laid off for a period not in excess of seven (7) calendar days will not have displacement rights in any other location.

(c) **Layoff exceeding seven (7) calendar days:** Each employee laid off from his location in excess of seven (7) calendar days shall have the right to displace an employee of less Program seniority at another location, and receive whatever training, if any, is necessary, provided that he

is able, with training, to perform the available work with normal efficiency. The present practice with respect to the determination of whether to lay off a full time employee shall continue, and the Program agrees to consult with the Union prior to any such layoff.

(d) **Recall from Layoff:** Recall from layoff will be in order of seniority, the most senior person on layoff being the first to be recalled, subject to ability with training, if necessary, to perform the available work with normal efficiency. Recall will be to the location where work is available at the time an employee is reached for recall on the seniority list, provided that where there is a choice of locations, the senior man will be preferred to return to the location from which he was originally displaced, and further provided that an employee may waive the right, if any, to be recalled to a location other than that from which he was originally laid off, in which case his right of recall shall thereafter be limited to that location.

(e) **Bidding - Permanent openings:** Regular full-time employees, in order of Program seniority, may bid and shall have preference for a permanent opening at their location which after training, if necessary, they can perform with normal efficiency. If the open job is not thus filled by an employee from within the location, preference shall be given on a Program-wide basis, based on Program seniority, to employees who bid for the job. If not filled by the foregoing procedure, the job may be filled by hiring or otherwise within the discretion of management. An employee who has not been awarded two (2) bids within the preceding twelve (12) months shall be given preference over an employee who has been awarded two (2) or more bids within those preceding twelve (12) months. The two (2) bid rule shall be waived for employees bidding within the same

department. Employees who bid and are awarded permanent positions, or who bump into a permanent position, must assume the days, hours and wages of the position.

For an employee bidding into a lower rated position, the employee's wage rate shall be determined by (1) backing out his/her current longevity, if any, from his/her base rate, then (2) adding that rate to the minimum rate for the new position, then (3) dividing that amount by 2, then (4) adding the employee's longevity, if any, back into that employee's base rate. For a lateral transfer, the employee shall take his/her then-current base rate, inclusive of longevity, if any. For an employee bidding into a higher rated position, that employee shall be paid the minimum rate for the new position, or an increase of 7% to his/her then current base wage rate, whichever is higher, plus that employee's longevity, if any. The terms "lower rated," "lateral," and "higher rated" shall be determined by the relative wage rates listed in Article 12, Section 1.

(f) **Bidding - Temporary openings:** When a job becomes temporarily open for a period in excess of one hundred twenty (120) calendar days (for example, but not limited to, absence of the regular job holder for an extended disability), it will be posted and filled from employees at the location under the procedure in (e) above. Employees who move because of filling such a temporary opening will move back to the job they left (if still in existence) when the regular job holder returns to work. No full time employee shall be permitted to bid on a temporary opening in a per diem position.

(g) Any period of posting required under (e) or (f) above may be shortened by the Program either if the most senior employee in the pertinent location(s) submits a bid or if all other employees at the pertinent location(s) more senior to an employee who has submitted a bid indicate in writing

that they do not desire to submit bids. The posting notice shall contain a section in which employees may sign their names to indicate they are not interested in the vacancy, provided that this shall not prevent the Program from otherwise seeking the employees' written indication that they are not interested in the vacancy. The Program shall post in each location a seniority list of the employees in that location reasonably convenient to the place where vacancies are posted, which seniority list shall be updated twice a year, in January and July.

(h) All provisions of this Agreement with regard to job preference are subject to action by the Program to comply with its Affirmative Action Program, provided that if possible in compliance with that program new employees will be hired in entry-level jobs.

Loss of Seniority. Seniority shall be broken only by:

- (a) Discharge
- (b) Voluntary Quit
- (c) Unauthorized leave of absence
- (d) Unauthorized failure to report for work for three (3) days when work is available.
- (e) Absence for illness or disability in excess of two (2) years (except that said two (2) year period can be extended by mutual agreement of the Program and the Union), except for industrial accident sustained in the course of employment by the Program; in case of absence for such industrial accident, seniority shall continue for purpose of entitlement to reinstatement until the case is settled by lump sum payment or the employee returns to work.
- (f) Layoff (voluntary or involuntary) , subject to the following conditions:

- (1) An employee with less than sixty (60) calendar days of continuous service at time of layoff has no seniority or recall rights.
 - (2) An employee with more than sixty (60) calendar days but less than twenty-four (24) months continuous service at time of layoff retains seniority and recall rights during twelve (12) months of layoff. After twelve (12) months layoff, he will have no further seniority or recall rights.
 - (3) An employee with twenty-four (24) months or more continuous service at time of layoff retains seniority and recall rights during twenty-four (24) months of layoff. After twenty-four (24) months of layoff, he will have no further seniority or recall rights.
 - (4) An employee of one (1) year or more years of continuous service at time of layoff will accrue seniority during layoff up to the foregoing time limits, but otherwise seniority shall not accrue during layoff.
- (g) Failure to notify the Program of acceptance of recall within four (4) calendar days after notice of recall, and to report to work within ten (10) calendar days after notice of recall. Notice of recall shall be deemed to have been given on the date of mailing or notification by telephone or telegram, to the employee's last address or last telephone number on the records of the Program. It is the duty of the employee to notify the Program of this current address and telephone number.
- (h) An employee who is laid off shall receive severance in accordance with the Program's severance plan in effect on the date of the layoff.

Regular Per Diems. Per diem employees will continue to be recognized under this Local Agreement. However, to determine which employment category they fall under, per diem employees' work schedules will be evaluated and defined in accordance with Article 4, Section 2 of the Teamster National Agreement. Regular per diem employees are not committed to any duration of employment and the Program is not committed to per diem employees for any duration of employment, provided, however:

- (a) When there is an opening for full-time employment at a location, subject to compliance by the Program with its Affirmative Action Program, per diem employees will be preferred in order of length of Program service before hiring from outside the Program, first from employees at that location, and if not thus filled, from employees Program-wide.
- (b) If, in the same job classification, location and shift, for a period of eight (8) consecutive weeks, one (1) or more per diem employees each has worked in excess of thirty-two (32) hours each week, the Union and the Program must discuss the possibility of establishing an additional full-time job in that classification, location and shift, which may eliminate per diem opportunity for work. Exceptions to this requirement are per diem employees who are filling in on vacation, illness, leave of absence, and on weekends; hours or weeks of such work will not count in determining the thirty-two (32) hours and eight (8) weeks periods.

Committed Per Diems: Notwithstanding any other provisions of this Agreement or its Supplement(s), the parties agree that in Distribution and Mobile Operations the Program may use committed per diems in its discretion on all weekdays and weekends for up to ten (10) committed per diems in any workweek. Said committed per diems shall be eligible for “part time” benefits on the same terms and conditions that such benefits are offered to non-bargaining unit parttime staff. Committed per diem hours shall be no less than sixteen (16)/week and no more than twenty-four (24)/week absent extraordinary circumstances (or unless hours would otherwise go to couriers).

Moreover, double-time shifts shall be reserved for regular full-time employees; neither **part time employees,** regular per diems nor committed per diems are eligible to work double-time shifts unless no regular full-time employee has signed up for said shifts.

6.GRIEVANCE PROCEDURE

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

Any complaint or dispute may be adjusted between the employee and his immediate superior. A grievance is any controversy or claim concerning the interpretation, application or breach of this Agreement. With the exception of grievances relating to suspension, discharge, warning notice or other discipline, which are subject to settlement in accordance with the provisions of Article 8, any grievance which arises during the term of this Agreement which cannot be adjusted informally shall be subject to settlement as follows:

Step 1: The alleged grievance must be presented by the aggrieved employee in writing within ten (10) working days after the aggrieved employee or the Union knew or had reason to know of the grievance to the aggrieved employee’s department director, or designee (who shall not be the

person who made the decision being grieved), who shall render a decision within ten (10) working days.

Step 2: If no satisfactory settlement is reached at Step 1, the grievance may be presented in writing to the Program's Director of Human Resources or designee within ten (10) working days after the decision of the aggrieved employee's department director or designee. The Director of Human Resources or his designee shall render a decision in writing within ten (10) working days. The Program may file a grievance, beginning at Step 2, in which case it shall be filed by mailing by certified mail to the union.

If the grievance is not satisfactorily settled at Step 2, the party (Program or Union) which filed the grievance may refer it to arbitration within thirty (30) day after the receipt of the decision at Step 2 by written notice to the other party by certified mail. The party seeking arbitration hereto shall, within ten (10) days of the notice to the other party of referral of the grievance to arbitration, request the American Arbitration Association (hereinafter called the "AAA") to submit a panel in accordance with their rules. Anything herein to the contrary notwithstanding, the Arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this Agreement. The decision of the Arbitrator shall be final and binding upon the employee, the Program and the Union. The administration fees of the AAA and the fees and expenses of the Arbitrator shall be shared equally by the Program and the Union.

Grievances not carried forward within the time stated at each step shall be deemed settled on the basis of the answer at the previous step.

7.NO STRIKE OR LOCKOUT

No Strikes. The Program and the Union agree that the grievance and arbitration procedures provided herein shall be the sole and exclusive means of resolving all grievances arising under the terms of this Agreement. Neither the Union nor any employee will instigate, promote, sponsor,

engage in, or condone any strike, slowdown, concerted stoppage of work, picketing or any other interruption of work during the term of this Agreement, nor shall any employee refuse to cross a picket line of any union unless he has a fear of physical harm to himself. In the event that any employee or group of employees covered by this Agreement shall, during its term, participate or engage in any of the activities herein prohibited, the Union agrees, immediately upon being notified by the Program, to direct such employee or group of employees, in writing, to cease such activity and resume work at once. The Program shall have the right to discharge or otherwise discipline any employee who engages in any of the activities prohibited by this Article, and, in the event a grievance is filed, the sole question for arbitration shall be whether the employee engaged in the prohibited activity.

No Lockouts. During the term of this Agreement, the Program agrees that it will not institute a lockout.

8. DISCIPLINE, DISCHARGE AND SUSPENSION

The Program shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension, shall give at least one (1) warning notice against such employee to the employee, in writing, and a copy of the same to the Union, except that no warning notice need be given to an employee before he is discharged or suspended if the cause is dishonesty, deliberate destruction of property, use of or being under the influence of or engaging in the sale or distribution of alcohol or controlled substances while on duty or on Program property or in the course of employment with the Program, fighting or gross insubordination. An employee charged with gross negligence shall be subject to a written warning. The warning notice herein provided shall not remain in effect for a period of more than twelve (12) months from the date of said warning notice.

Discharge must be by proper written notice to the employee and the Union. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated. Any grievance relating to discharge, suspension, warning notice or other discipline which cannot be adjusted informally shall be subject to settlement as described in Article 6.

9.HOLIDAYS

Holidays. All holidays will be designated and administered pursuant to Article 14 of the Teamster National Agreement. All floating holidays shall be scheduled in accordance with local agreement(s) and practices for the duration of this Agreement. Bereavement leave taken as provided in this Agreement shall not count as a scheduled shift before or after the holiday. Similarly, a pre-scheduled absence with pre-approved medical documentation for a medical procedure (not, for example, a simple doctor's appointment) shall not count as a scheduled shift before or after the holiday, nor shall it count as an occurrence the first time in any calendar year.

Floating holidays must be applied for using the annual leave request procedure and will be granted providing there are available slots. The floating holiday may not be carried over in the subsequent calendar year.

10.VACATIONS

Vacations will be covered by the "Paid Time Off" provisions outlined in Article 15 of the Teamster National Agreement. Employees will continue to schedule time off in accordance with local agreement(s) or practices.

Per Diem Employees

(a) Regular Per diem employees hired before February 1, 2010, who are on the payroll on the anniversary of their employment during the term of this Agreement will on that date each year be paid, in lieu of any other vacation payment, an amount equal to that percentage of their gross earnings since the last prior anniversary as is indicated below depending on their length of service and date of hire.

<u>Years of Service</u>	<u>Percentage</u>
Less than 1	4.6%
1 or more but less than 3	5.76%
3 or more but less than 20	7.7%
20 or more	9.6%

Regular Per diem employees who become regular full-time employees will be paid when reclassified an amount equal to the applicable percentage noted above of their gross earnings earned while employed as per diem employees since the last anniversary or their employment date, whichever is later, such payment to be in lieu of any other vacation payment for the time so employed as per diem employees, and in addition, shall be entitled to paid time off in accordance with the Teamster National Agreement for the period of their service as a regular full-time employee.

(b) Regular Per diem employees hired before February 1, 2010, who have been on the payroll for more than one (1) year and who voluntarily terminate their employment after having given at least two (2) weeks' notice shall, in lieu of any vacation payment, be paid an amount equal to that percentage of their gross earnings since the last prior anniversary as set forth in subparagraph (a) above.

Vacation Approvals. Requests for vacation must be in writing and approved by the employee's supervisor subject to the operating needs of the Program. The number of employees given leave at one time in any department and at any location depends upon how many employees the department has available to cover the leave(s) at that location.

Vacation bidding will be in accordance with the Teamster National Agreement, Article 15. Outside of the vacation bidding periods Any employee who desires to take vacation may apply for such vacation within that calendar year (or eight (8) weeks earlier for January and February) at least four (4) weeks in advance. A copy of the approved request will be given to the employee in a timely manner. If more than one (1) employee in the same department requests vacation for the same time period, regular full-time employees, in order of their seniority, shall have preference in

the approval of vacation requests, provided that, once a request for vacation is approved, such approval cannot be superseded by a more senior employee.

11.HOURS OF WORK AND OVERTIME

Work Week. The normal workweek is seven (7) consecutive twenty-four (24) hour days beginning on Saturday. The Program may require overtime, holiday, and weekend work consistent with this agreement and the Supplemental Agreement between the parties.

Overtime. All time worked in excess of forty (40) hours in any work week shall be paid for as overtime at one and one-half (1 1/2) times the normal rates. In Distribution, double time will be paid when an employee works the 4:00 p.m.to midnight Saturday shift or the Saturday midnight to 8:00 a.m. Sunday shift.

Meal Period The Employer shall provide meal periods and rest breaks to employees in accordance with Article 7 of the Teamster National Agreement.

Overnight Employees on units on which they are authorized to remain overnight will be paid meal allowances in accordance with Program policy, but in no case less than seven dollars (\$7.00) for breakfast, twelve dollars (\$12.00) for lunch, and eighteen dollars (\$18.00) for dinner. Receipts must be submitted in order to receive reimbursement. Note: Currently employees submit actual expenses through the Concur reimbursement system.

Rest Breaks The Employer shall provide meal periods and rest breaks to employees in accordance with Article 8 of the Teamster National Agreement.

Unbroken Shift Distribution Technicians assigned to work alone (either at night or on a week-end) without relief for an entire eight (8) hour shift shall receive an additional one-half (1/2) hour pay.

Work Through Breaks or Meal An employee shall be credited with an additional one-half (1/2) hour worked if he works through both rest breaks during his eight (8) hour shift, and (so long as the meal period is paid) an additional one-half (1/2) hour worked if he works through his meal period, provided that he has prior written approval to so work from his supervisor. Any work credited under this paragraph shall be paid at straight time rates, but shall be used to ascertain the basic forty(40) hours after which overtime premium is payable.

12.RATES OF PAY

Hourly Rates.

- (a) Employees shall be paid based on the minimum wage rates listed below when employed in the following classifications:

	OCT 2024	OCT 2025	OCT 2026	OCT 2027
<u>Distribution Technician</u>	\$ 22.29	\$ 22.74	\$ 23.19	\$ 23.66
<u>Collection Tech I (formerly MUA)</u>	\$ 22.29	\$ 22.74	\$ 23.19	\$ 23.66
<u>Supply Assistant</u>	\$ 21.74	\$ 22.17	\$ 22.62	\$ 23.07
<u>Maintenance Mechanic I</u>	\$ 19.50	\$ 19.89	\$ 20.29	\$ 20.69
<u>Maintenance Mechanic II</u>	\$ 21.41	\$ 21.84	\$ 22.27	\$ 22.72
<u>Maintenance Mechanic III – Electrical</u>	\$ 26.19	\$ 26.71	\$ 27.25	\$ 27.79
<u>Maintenance Mechanic III – HVAC</u>	\$ 30.97	\$ 31.59	\$ 32.22	\$ 32.87
<u>Warehouse Foreman**</u>	\$ 23.41	\$ 23.88	\$ 24.36	\$ 24.84

<u>Maintenance Foreman</u>	\$ 34.10	\$ 34.78	\$ 35.48	\$ 36.19
<u>Distribution Foreman</u>	\$ 24.52	\$ 25.01	\$ 25.51	\$ 26.02
<u>MOPS Foreman</u>	\$ 24.52	\$ 25.01	\$ 25.51	\$ 26.02
<u>CSR Foreman</u>	\$ 21.18	\$ 21.60	\$ 22.04	\$ 22.48
<u>Fleet Mechanic</u>	\$ 22.85	\$ 23.31	\$ 23.77	\$ 24.25
<u>CMC</u>	\$ 19.50	\$ 19.89	\$ 20.29	\$ 20.69
<u>Training Specialist</u>	\$ 24.52	\$ 25.01	\$ 25.51	\$ 26.02
<u>CSR Assistant</u>	\$ 18.95	\$ 19.33	\$ 19.72	\$ 20.11
<u>Courier</u>	\$ 19.50	\$ 19.89	\$ 20.29	\$ 20.69

<u>Classification</u>	<u>10/1/21</u>	<u>10/1/22</u>	<u>10/1/23</u>
Distribution Technician	\$20.60	\$21.22	\$21.85
Collection Tech I (formerly MUA)	\$20.60	\$21.22	\$21.85
Supply Assistant	\$20.09	\$20.69	\$21.31
Maintenance Mechanic I	\$18.03	\$18.57	\$19.12
Maintenance Mechanic II	\$19.79	\$20.38	\$20.99
Maintenance Mechanic III - Electrical	\$24.21	\$24.93	\$25.68
Maintenance Mechanic III - HVAC	\$28.61	\$29.47	\$30.36
Warehouse Foreman**	\$21.63	\$22.28	\$22.95
Maintenance Foreman	\$31.31	\$32.45	\$33.43
Distribution Foreman	\$22.66	\$23.34	\$24.04
MOPS Foreman	\$22.66	\$23.34	\$24.04
CSR Foreman	\$19.57	\$20.16	\$20.76
Fleet Mechanic	\$21.12	\$21.75	\$22.40
CMC	\$18.03	\$18.57	\$19.12
Training Specialist	\$22.66	\$23.34	\$24.04

CSR Assistant	\$17.51	\$18.04	\$18.58
Courier	\$18.03	\$18.57	\$19.12

The Program reserves the right to increase the minimum rates when it determines that market factors make it prudent to do so. The Program also may hire new employees at higher rates when deemed appropriate due to education and/or relevant experience or previous experience within the American Red Cross system.

- (b) CTI Employees who possess a valid CDL license for the operation of the buses shall receive a \$1.25 increase in their base wage.
- (c) All Per diem employees shall be paid at the same rate of pay as regular full time employees for the same classification.
- (d) The Maintenance Mechanic I position shall be an entry level position for unlicensed persons with one (1) year technical training or equivalent maintenance experience; the qualifications for a Maintenance Mechanic II shall include, but not be limited to, two (2) years technical training or equivalent in carpentry and at least three (3) years' experience; and the qualifications for a Maintenance Mechanic III shall include, but not be limited to, the possession of a MA license in air conditioning/heating/refrigeration, and/or reclaiming or at least a journeyman electrical license.

(e) Any maintenance employee shall be entitled to a license/degree/certificate of proficiency incentive premium as follows. The maintenance employee who desires to be eligible for the premium shall discuss with Management the license, degree, or certificate of proficiency which he desires to obtain and the course-work which he intends to pursue. If Management determines that the Program needs the skills which the employee intends to acquire, the Program and the Union shall determine the amount of the incentive premium, which shall not be less than fifty cents (50¢) nor more than two dollars (\$2.00) per hour. No employee shall be eligible for the incentive premium for any license which is a requirement for his position.

(f) Employees hired before February 1, 2007 shall receive an additional forty cents (40¢) per hour longevity pay after completing five (5) years of compensated service with the Program in classifications covered by this Agreement. The longevity pay shall be increased to one dollar (\$1.00) per hour after the employee has completed ten (10) years of compensated service. After the employee has completed fifteen (15) years of compensated service, the longevity pay shall be increased to two dollars and sixty-five cents (\$2.65). After the employee has completed twenty (20) years of service, the longevity pay shall be increased to three dollars and ten cents (\$3.10). After the employee has completed twenty-five (25) years of compensated service, the longevity pay shall be increased to three dollars and forty cents (\$3.40) per hour. Increments will become effective as of the beginning of the pay period after the date on

which the employee completes the required amount of compensated service. These amounts are included in the employee's base rate and negotiated wage increases are calculated upon the entire base rate, which includes these amounts.

Every employee hired before February 1, 2007 will receive a payment in the gross amount of one thousand dollars (\$1,000) on the anniversary date when the employee shall have completed twenty (20) years of compensated service, and on each anniversary date thereafter. This payment will be made in a separate check. Every employee who shall have completed twenty (20) years of compensated service as of February 1, 1993, will receive such a payment on that date, and on each February 1 thereafter (in lieu of on the employee's anniversary date). Employees hired on or after February 1, 2007 will not participate in the longevity payments set forth in this paragraph. Employees hired after February 1, 2007, shall be eligible for a one-time service recognition bonus of \$250.00 on his/her fifth anniversary of employment.

- (a) If any member of the bargaining unit bids into a foreman position, or is temporarily assigned to a foreman position, that person will be paid the rate specified in the collective bargaining agreement. [Effective through April 17, 2010. Effective April 18, 2010, this section 1(g) is amended to read in its entirety as follows: "If any member of the bargaining unit bids into a foreman position, that person will be paid the rate specified in the collective bargaining agreement plus his/her longevity, if any. An employee assigned to fill in for a foreman shall receive an additional 10% of his/her base rate,

including longevity, for all hours so assigned. All amounts so paid shall be included in the employee's overtime calculation."

Temporary Transfers. Any regular full-time employee who is temporarily transferred from his regular job classification for one (1) full work day shall be paid his regular hourly rate or the starting rate of the classification to which he is assigned, whichever is higher. Any regular full-time employee so transferred for less than one (1) full work day shall continue to receive his regular hourly rate.

Temporary Fill-In For Supervisor. A regular full-time employee who, as directed by management, substitutes and performs the duties of a supervisor for four (4) hours or more in a work day will be paid an hourly differential of fifty cents (50¢) on that work day for hours which are not subject to overtime premium. "Supervisor" means a supervisory employee not in the bargaining unit. "Substitute" means perform full and exclusive supervisory duties, in distinction to duties which are sometimes performed by either supervisory or non-supervisory employees.

Evening and Night Premiums These premiums are governed by Appendix B of the Teamster National Agreement.

Weekend Premiums These premiums are governed by Appendix B of the Teamster National Agreement.

On Call This premium is governed by Appendix B of the Teamster National Agreement.

Mileage Allowance. Employees who are expressly authorized to use their cars in the performance of their duties by the Administrator at their location shall receive mileage allowance based on the IRS rate as it changes from time to time, plus tolls as receipted. Mileage will be computed from the employee's normal place of employment.

New Equipment, Operations or Jobs. If the Program wishes to put into effect any type of equipment and/or operations or jobs for which rates of pay are not established by this Agreement, the Program shall put into effect a temporary rate pending negotiation of the rate between the parties. Any increase in the temporary rate thus negotiated shall be retroactive to the date the equipment, operation or job was first made effective.

Pyramiding of Premiums and Differentials This is addressed in Article 13 Section 3 of the Teamster National Agreement.

13. MEDICAL INSURANCE; PENSION; DISABILITY

Health insurance and related benefits shall be administered in accordance with Article 18 and 19 of the Teamster National Agreement.

14.SICK LEAVE

On January 1, 2017, all employees will be covered by the PTO provisions outlined in Article 15 of the Teamster National Agreement. Employees will continue to schedule time off in accordance with local agreement(s) or practices

- (a) When a personal illness prevents an employee from reporting to work and use of a sick day is necessary, said employee shall telephone his foreperson or supervisor as soon as possible. When some other emergency prevents an employee from reporting to work and use of a personal business or emergency annual leave day is necessary, said employee shall telephone his supervisor for approval as soon as possible. In either event, such telephone call shall be not later than two (2) hours (four (4) hours for weekend shifts) prior to departure time or the start of his/her shift, and the employee shall keep his/her supervisor informed of his/her progress.
- (b) Sick leave is not granted in units of less than one (1) hour.
- (c) Sick Leave While on Industrial Accident Leave. For industrial accident leaves, an employee may use accrued sick leave until he begins to receive workers compensation payments for days for which he used sick leave. The employee must reimburse the Program for the equivalent of the (net) paid sick leave. If the employee does not so reimburse the Program, the Program will deduct the amount from the employee's first paycheck upon return to work.
- (d) The Region's attendance work rule will be used to monitor unapproved occurrences of absence. The trigger number for occurrences will be four (4).

Each employee who has not used any sick leave days for an entire calendar year will accrue two (2) extra annual leave days. ~~These days will be added to the next year's accrual. Each fulltime employee will receive two hundred dollars (\$200) if the group average of sick days reduces to five (5) or less for a calendar year. Any bonus payment under this section is subject to ordinary payroll deductions for taxes, FICA and Medicare.~~

15. LEAVE OF ABSENCE

Leave Without Pay. Leave of absence without pay will be available to regular full-time employees as follows:

- (a) Requests for leave shall be made in writing to the Program's Director of Human Resources, if possible, not less than thirty (30) days in advance, stating the reason for the request and, if possible, definite inclusive dates.
- (b) For absence required by personal illness or injuries, after use of all accumulated sick leave, leave of absence without pay will be granted for a period of up to two (2) years, provided, however, that said leave of absence can be extended by mutual agreement of the Program and the Union.
- (c) For absence required by industrial accident in and arising out of employment with the Program, leave of absence without pay will be granted until the attending physician states in writing that the employee is able to return to work to perform all the duties of his position. During the period of the injury, the employee will maintain a modified duty program for a period of no longer than ninety (90) days. After expiration of one hundred eighty (180) calendar days the Program may, as a condition of continuing the leave

of absence, from time to time require the employee to present medical evidence that this disability continues to exist.

- (d) For critical illness in the employee's immediate family (mother, father, son, daughter, brother, sister, grandparent, significant other, or stepchildren) requiring the presence of the employee, leave of absence without pay will be granted up to ninety (90) calendar days.
- (e) Each employee will be entitled to fifteen (15) business days of leave without pay for paternity leave.
- (f) In other cases, on an individual basis for good and sufficient reason, and after use of all accrued vacation, leave of absence without pay may be granted by the Program's Director of Human Resources up to thirty (30) calendar days. Any additional leave must be approved by the Program's Director of Human Resources.
- (g) An employee on leave without pay beyond thirty (30) days must inform the Program's Director of Human Resources at least seven (7) days in advance of the day on which he desires to return to work. An employee returning from a leave of absence will be reinstated to his former position if the position still exists within the bargaining unit.
- (h) All leave under this Agreement or any Program policy that would also qualify as leave under the FMLA shall run concurrently and be counted towards the employee's FMLA leave entitlement.

Leave With Pay. Leave of absence with pay will be available to regular full-time employees as follows:

- (a) For death in the employee's immediate family, leave of absence with pay may be granted up to five (5) working days. The immediate family shall cover spouse, significant other, children, stepchildren, parents, parents-in-law, grandparents, grandchildren, and siblings of the employee. This requires the approval of the appropriate managerial supervisor and the Director of Human Resources.
- (b) For personal business as follows:
 - 1. On completion of twelve (12) months employment, regular full-time employees may have leaves of absence with pay to provide for religious observance, personal emergencies, and necessary business appointments, not to exceed two (2) full days in any one (1) calendar year.
 - 2. During the first twelve (12) months of continuous employment, regular full-time employees will become eligible for such leave on the basis of one-half (1/2) day for each completed three (3) months of employment.
 - 3. Personal business leave may not be taken in units of less than one (1) hour and must be approved by the appropriate managerial supervisor.
 - 4. Any such leave not used in one calendar year cannot be carried over to the following year.

Emergency Annual Leave. The attendance work rule is designed to control short-term notification of absences which cause scheduling difficulties and hardship on fellow workers. However, due to the unique nature of the work (the critical nature of the bloodmobiles going out on time with little or no flexibility in shuffling staff to allow even fifteen (15) minutes for car problems, etc.), notifications by members of Local 25 will be allowed on an “exception” basis, under the following guidelines:

1. It is understood that in emergency situations all Union employees will agree to short notice schedule changes, if possible, in an effort to reassign an employee and that reassignment does not create premium hours that would not otherwise have been premium hours.
2. All requests for use of annual leave for emergency situations must be considered under the following conditions:
 - (a) The employee has used all personal days for which he/she is eligible.
 - (b) An annual leave day is available to “borrow” from the unscheduled leave day.
 - (c) The employee follows the appropriate procedure in notifying the supervisor at least two (2) hours before his scheduled reporting time. In the event of car trouble, notifying the supervisor as soon as possible.
 - (d) The reason for the exception can be defined as a personal emergency(i.e., family or childcare problems, etc., not “taking a trip” or “wanting a day off”).
 - (e) The exception is approved by the manager or his/her designee.

- (f) The employee keeps in frequent contact with his/her supervisor.
 - (g) The absence is recorded on the attendance record as emergency annual leave, even though an annual leave day was granted.
3. The use of these days will be discontinued, on an individual basis, if abused. Only if this abuse has been identified and discussed with the employee can abuse of emergency annual leave be included in action taken for the attendance work rule.

16. MILITARY CLAUSE AND JURY DUTY

Military Clause. Bargaining unit employees will be entitled to military leave as required by federal law.

Jury Duty. Leave of absence with pay will be granted to regular full-time employees serving on jury duty, upon written application made to the Program's Director of Human Resources. The employee will be paid the difference between his regular salary and amount received for being on jury duty, but only for work days while actually required to be at Court. Employees on jury duty are expected to make themselves available for work on days when excused from jury duty.

17. EQUIPMENT

- (a) Except as provided in paragraph (k) below, the Program shall supply all necessary equipment, trucks and the like, and shall furnish each employee with a locker. The employee shall use the equipment with due care.

- (b) No employee shall be required to drive or to operate or work upon any vehicle that is not equipped with all safety appliances prescribed by law or which vehicle or its equipment is in defective condition. No employee shall be subject to disciplinary action for refusing to operate such equipment.
- (c) It is the duty of the employee to report all defects of equipment to the Program on such forms or in such manner as the Program may require. All equipment which is refused because not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by any other drivers until the Program has adjusted the complaint.
- (d) It is the duty of any employee involved in any accident to immediately report said accident and any physical injury sustained to the Program. When required by the Program, the employee, before going off duty and before starting his next shift, shall make out an accident report, in writing, on forms furnished by the Program, and shall turn in all available names and addresses of witnesses and/or other evidence relating to the accident.
- (e) When an employee is required to appear in any court for the purpose of testifying, because of any accident he may have been involved in during working hours, such employee shall be reimbursed in full by the Program for all earning opportunity lost because of such appearance. The Program shall furnish the employee who is involved in an accident during working hours with bail, bond and legal counsel, and shall pay in full for same. Said bail, bond and legal counsel shall remain assigned to the employee until all legal action in connection with said accident is concluded, provided the

employee is not charged and convicted of criminal negligence. This paragraph shall not apply to employees who are found guilty of drunken driving or substance abuse when involved in an accident during working hours. The Program shall assume all responsibility for all court costs, legal fees and bail bond fees, for any employee who is involved in any accident, or accidents during working hours, and shall assume all responsibility for all judgments and awards against an employee who is involved in any accidents during working hours, which results through court action against said employee, except as provided above.

- (f) Employees shall not be held responsible for vehicles not properly equipped to comply with State and Federal vehicle laws, and shall be compensated for fines and time lost if summoned to court, etc., because of the same.
- (g) All examinations when required by the Program and performed under its direction shall be paid for by the Program. Employees shall be paid for all time required to take all such examinations.
- (h) The Program will provide employees with an initial issue of any identification badge required by the Program. Employees will be charged \$5.00 for each replacement badge following the first replacement, except for replacement due to normal wear and tear.
- (i) No employee shall be required to pay for any loss or damage to the Program's property or equipment except when caused by his serious misconduct.

- (j) Authorized agents of the Union shall have access to the Program's establishment during working hours, including the right to check trucks in transit, investigate working conditions, collect dues, and inspect all time cards, log books and other payroll records of the Program, for the purpose of determining whether or not the terms of this Agreement are being complied with. The Program will make such records available within seven (7) days of the Union's request and will provide a suitable bulletin board in a conspicuous place for posting of information of interest to the members of the Union.
- (k) The Program shall notify each employee in writing of any tools the employee is required to furnish, and the employee shall keep the tools in a locked box when not in use. The Program shall replace or reimburse the employee for any tools so furnished by the employee which are (a) broken on the job without serious misconduct or carelessness of the employee or (b) stolen in a major theft (which must immediately be reported) or (c) lost not due to the employee's negligence.
- (l) All employees whose duties include the operation of a motor vehicle of any kind shall, as a condition of employment:
 - (1) Submit to and pass (applying Registry of Motor Vehicle standards) a biannual vision test upon request by the Program. The person who administers the test shall be agreed upon by the parties.
 - (2) Attend the Program's driving safety program.
 - (3) Upon request, show the Program his driver's license, or certify that his driver's license is currently valid, or both.

- (4) If required by law to take a medical examination and fails the examination, take an unpaid leave of absence for up to three (3) months and shall be reinstated to his former position if he passes the examination within that period. During this period the employee must take sick leave and may use annual leave. If he does not so pass the examination, he will have an unpaid leave of absence for up to two (2) years and during such period he may bid on any position for which he is qualified (in accordance with seniority).
- (m) Any person who is hired or bids into a mobile unit assistant or warehouse clerk position shall have the appropriate driver's [license](#)License.
- (n) The Program shall adhere to Massachusetts law regarding the administration of lie detector tests.
- (o) Effective March 24, 2013, each employee in a job title (on a regular or overtime basis) that includes driving as a function of job performance shall execute an authorization which permits the Employer to annually conduct a motor vehicle check for the employee.

18.UNIFORMS

If the Program requires employees to wear uniforms, such uniforms shall be paid for by the Program in accordance with the uniform policy, except for Collections employees who are required to wear scrubs. Those Collections employees will be covered by the uniform allowance program outlined in Article 10 of the Teamster National Agreement.

19.TUITION ASSISTANCE

Bargaining unit employees shall be eligible for Tuition Assistance on the same terms and conditions as non-bargaining unit employees of the Region.

20.NON-DISCRIMINATION

- (a) All bargaining unit employees are covered by the non-discrimination clause in Article 3 of the Teamster National Agreement.
- (b) The Program and the Union agree that there will be no discrimination by the Program or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.
- (c) The term "he" or "his" as used in this Agreement is not meant to be discriminatory and shall apply equally to male and female employees.

21.SEPARABILITY AND SAVINGS PROVISIONS

- (a) If any Article or section of this Agreement or of any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such Article or section to persons or circumstances other than

those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- (b) In the event that any Article or section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, the arbitration procedure under Article 6 shall apply.
- (c) This Agreement, including the Teamster National Agreement, contains all the agreements between the parties, except the Supplemental Agreement attached hereto at the time of execution of this Agreement; provided, however, that oral agreements between the parties which have been regularly carried out shall be binding upon the parties. Where there is a conflict between this Agreement and the Supplemental Agreement between the parties, the provisions of this Agreement shall apply.

22. MISCELLANEOUS

Handling New Issues. Matters of collective bargaining import not covered by this Agreement may, during the life of the Agreement, be handled in the following manner:

By the Program:

Except as any change may be commanded by law the Program will continue its policies as outlined herein. With respect to matters not covered by this Agreement which are mandatory subjects for collective bargaining the Program agrees it will make no changes without prior consultation and negotiation with the Union.

By the Union:

In any matter not covered in this Agreement which is a mandatory subject for collective bargaining, the union may raise such issue with the Program for consultation and negotiation; except that the Union shall not renew or seek to renew any question introduced, debated and settled, either negatively or affirmatively, during the bargaining prior to final settlement.

Information to the Union. The Program shall make available to the Union all information necessary for the Union to perform its function in collective bargaining and contract administration and otherwise as collective bargaining agent.

Preceptor Pay. When the Program determines there is a need for preceptors, it shall select the senior employee from among volunteers. Preceptors must satisfactorily complete the applicable initial and continuing educational requirements. Preceptors will be paid an additional \$2.00/hour for all hours performing preceptor duties, which shall count towards overtime. If full-time bargaining unit Trainer positions are eliminated, employees in Trainer positions as of February 1, 2010, shall retain their rate so long as they remain working in the same classification and perform precepting duties as required, but such employees are not entitled to preceptor pay.

MUAs. On mobile drives staffed with one (1) MUA, in the event the drive has extra staffing and additional beds and histories are required by the Supervisor, the Supervisor shall also contact the Mobile Operations Supervisor to determine if additional MUA help is available to be sent out to the drive.

Upon request by the Union, the Employer will provide any and all information used to determine staffing at a drive. The Employer shall provide the information within five (5) business days of the Union's request. The Union may review the materials and arrange a meeting with the Employer to discuss staffing concerns consistent with Article 8 of the Teamster National Agreement.

23.EFFECTIVE DATES, DURATION, TERMINATION AND RENEWAL

This Agreement shall take effect on October 1, 202~~4~~¹, and shall remain in full force and effect through September 30, ~~2024~~²⁰²⁸ at midnight, and shall be renewed or reopened consistent with Article 25, Section 1 of the Teamster National Agreement.

Signed for the Program:

AMERICAN RED CROSS BLOOD SERVICES - NEW ENGLAND REGION

By: _____

By: _____

By: _____

Signed for the Union:

TEAMSTERS LOCAL UNION 25

By: _____
Thomas G. Mari

By: _____
Jason A. Lopes

Supplement Agreement re Scheduling

A. General

Provisions

Notwithstanding the sections below, nothing in this Section shall be interpreted to preclude the Company from maintaining, instituting or changing shifts or workweeks to obtain the production it desires per Article 6 of the Teamster National Agreement, which includes the right to require employees to work Saturdays or Sundays.

1. Regular full-time employees hired before February 1, 1987, will have a normal basic workweek of forty (40) hours within Monday through Friday, unless the employee selects otherwise. A regular full-time employee hired before February 1, 1987 who is scheduled for work within Monday through Friday as stated above will not be displaced by a regular per diem employee on those days. When the scheduled working time of a regular full-time employee hired prior to February 1, 1987 results in less than an eight-hour day on a weekday on which the employee works, supplemental work, which will not necessarily be in the employee's regular classification, will be made available to complete eight (8) hours, for which the employee will be compensated at his or her regular rate.

1. In Distribution, all remaining shifts after scheduling efforts on Thursday Monday have been completed and vacancies resulting from additions to the schedule will be offered first to regular full-time employees who are under forty (40) hours for the week, then to per diems and then to regular full-time employees on overtime.

In Distribution, all vacancies created by employees calling out sick or other call-outs after the schedule is completed shall be offered first to regular fulltime employees who are under forty (40) hours for the week, then to regular per diems, then to regular full-time employees at overtime, then filled in accordance with Section E of this Supplemental Agreement.

1. All holiday, overtime and weekend work (except for regularly scheduled weekend work in Distribution) shall be assigned in accordance with this Supplemental Agreement.
2. An employee in the force pool can be forced to work a seventh day in a work week if the employee worked the sixth day voluntarily; however, if the employee was forced on the sixth day, the Program may not force the employee to work on the seventh day.
3. All forcing (whether during the week or on weekends or holidays) will be by rotation in the department, starting with the employee with the least Program seniority, but not to extend to any employee with a seniority date before January 1, 1984. The ten (10) least senior employees in Distribution and the five (5) least senior employees in Mobile Operations as of February 1, 2007 (excluding any employee on an approved leave of absence at the time that the forcing occurs) plus all employees

hired into the bargaining unit on or after February 1, 2007, to a maximum of twelve (12) employees in Distribution and a maximum of seven (7) employees in Mobile Operations, shall be in the force pool for each department. An employee on a pre-scheduled, approved annual leave will not be forced during that leave, except in emergency circumstances.

B. MUA Scheduling and Mobile Operations

MUAs shall bid for assignments as follows, subject to the provisions of this Supplemental Agreement:

1. Subject to the provisions of Article 10, Section 4, the supervisor will post weekday assignments three (3) weeks prior to the scheduled week. The listing will include date, location, hours, and projected donors.
2. Each MUA will note his preference for four (4) assignments (five (5) weekday assignments for employees hired on or before February 1, 1987 provided all other MUA's can be scheduled for 40 hours of work within that each calendar week—Sunday through Saturday) within each calendar week—Sunday through Saturday—within his job classification for which he is qualified and available, including compliance with any applicable Department of Transportation requirements, by initialing the sign-up sheet (ex - JF1, JF2). If after this process has been completed and assignments remain, employees hired after February 1, 1987 may by seniority select a fifth assignment. If assignments still remain, employees by seniority may select a sixth assignment. However, if there are not enough assignments to provide each employee with forty (40) hours of work within a calendar week, assignments shall be taken from those employees hired on or before February 1, 1987 by seniority on a rotating basis at each site provided those employees are not reduced below forty (40) hours of work in that calendar week.
3. The supervisor will award assignments for four (4) days of work to employees (five (5) days of weekday work to employees hired on or before February 1, 1987 provided all other MUA's can be scheduled for 40 hours of work within that calendar week) by seniority according to employee preference.
4. The supervisor then will award assignments for up to four (4) days of work to remaining employees in order of seniority according to their preference among qualified and available bidders. The Program then will assign any additional work not assigned by the initial bid by seniority to those MUAs qualified and available on that day (with the more senior person getting his/her preference for the specific assignment on that day). Any MUA who does not get forty (40) hours of work during the calendar week shall be scheduled by seniority to insure a minimum of forty (40) hours of work within the calendar week.
5. The supervisor will post the tentative schedule the following Wednesday.
6. It is understood that the Program shall have the right to change MUA work schedules based on operational requirements and changes to the schedule of mobile

operations, as well as to ensure compliance with Department of Transportation regulations.

7. Units added after the schedule is posted will have available staff assigned by the supervisor, first with unscheduled full-timers on straight time by order of seniority, then with per diem staff, then with full-timers on overtime, if necessary.
8. Notwithstanding this Supplemental Agreement, the Program may itself schedule any employee in the Mobile Unit Assistant classification for a particular unit for purposes of training or performance evaluations.

C. Distribution and Warehouse

1. If the Program changes the starting time of a shift in Distribution Technician and Warehouse classifications by more than one (1) but less than four (4) hours, then the new shift will be posted within the department and employees within the respective job classification at their place of employment can bid on the shift in order of their seniority. If the shift is not filled under this procedure or if the starting time of the shift changes by four (4) hours or more, it will be posted and bid as a permanent opening in accordance with Article 5, Section 4(e).
2. All Distribution “Rover” positions shall be Monday-Friday schedules unless forty hours of weekday work is not available. If a regular full-time Rover cannot get forty (40) hours of work Monday-Friday, he/she would have bumping rights over less senior employees for weekend overtime work to make up his/her forty (40) hours. If there is no less senior employee, he/she shall take an available shift and if there is no available shift, he/she shall bump the least senior employee.

D. Regular Per Diem Employees

1. Regular per diems must be available to work at least three (3) shifts per week.
2. Regular per diem employees shall be offered available assignments based upon the needs of the Program in order of their seniority based on the most recent date on which the employee became a member of the bargaining unit, taking into account the shifts for which they have listed themselves as available.
3. Any full time employee who has been laid off and has expressed a desire to work per diem assignments shall be preferentially offered such assignments, so long as he/she has registered availability, up to forty (40) hours each week.
4. Taking into consideration the daily schedules and hours of regular per diem work available, each regular per diem employee in order of seniority will be offered approximately but not less than twenty (20) hours of work a week in periods for which he/she has registered availability, or, when the available work is coordinated with units staffed by collections staff, the work offered will be in units totaling at least twenty (20) hours but not to exceed three (3) units per week for individual regular per diem employees.

5. The Program may, in its discretion, continue schedules of more or fewer than twenty hours of work per week which have been customary for certain regular per diem employees before the date of this Agreement.
6. If the work available for regular per diem employees is curtailed, the Program as far as practicable, considering availability of work and employee qualification, will prefer in order of seniority regular per diem employees who have performed paid work for the Program within the latest six (6) months period.
7. A regular per diem employee may in a few instances undertake a limited commitment to the Program. In such instances, the Program will give preference to such employee for that work, and will on request arrange a reasonable amount of time off without pay for such an employee; this will be considered leave without pay.
8. The regular per diem employee must notify the Program within twenty-four (24) hours of his/her acceptance of the assignment, and is required to work the assignment if accepted. The Program shall be under no obligation to provide an alternate for an assignment which is cancelled, whether or not it has been offered and accepted, but if the assignment is rescheduled to a different time or day within the same week as the original, the regular per diem employee who had accepted the original assignment shall have the option of accepting the rescheduled assignment. The regular per diem employee must notify the Program forthwith whether he/she accepts or rejects the rescheduled assignment.
9. If a regularly scheduled unit is cancelled with less than twenty-four (24) hours' notice and no alternative assignment is offered on the same day, regular per diem employees will be paid four (4) hours straight time pay except when cancellation occurs by reason of fire, flood, power failure or the like.
10. A regular per diem employee who reports for scheduled work without prior notice not to report will be provided with work or pay in lieu thereof except in case of fire, flood, storm, power failure or the like. The Program will attempt to notify employees of cancellation because of storm, etc. and will attempt to provide work if the employee reports to work having left home before receiving the notice.

E. Weekend, Holiday and Overtime Work Notwithstanding the below, nothing in this Section shall be interpreted to preclude the Company from maintaining, instituting or changing shifts or workweeks to obtain the production it desires per Article 6 of the Teamster National Agreement, which includes the right to require employees to work Saturdays or Sundays.

1. Dedham only - For entitlement to overtime, weekend, and holiday work, Distribution, Mobile Operations, Fleet, Warehouse, Maintenance and CSR at the Dedham facility are separate and distinct from one another. The employees of each department have preference for the overtime, weekend, and holiday work in that department in accordance with the provisions of this Agreement.

2. Springfield only - For bidding purposes, both mobile unit assistant and distribution classifications at the Springfield facility will be combined for holiday and weekend work.
3. Qualified regular full-time employees will have first choice by seniority for holiday work in their own department.
4. Understanding that seniority will prevail in selection of specific assignments on weekend days, all weekend work shall be offered, by seniority, to full-time and per diem employees within the Department where that work will not result in overtime entitlement for the workweek, then to employees, by seniority, where only a portion of the work would result in overtime for the workweek. Any additional weekend work in their own departments shall be offered by seniority to full-time employees on an overtime basis.
5. When work is available to be assigned on an overtime basis in accordance with the provisions of this Agreement, whether during the week or on a weekend, it shall be offered to employees by seniority.
6. If any work remains unfilled, qualified employees in other departments then at other locations shall be offered the available work in order of seniority, subject to the requirement that it first be offered to employees, both full-time and per diem, in other departments on a straight time basis.
7. Any remaining work will be filled at the Program's discretion, which may include assigning employees in the force pool by rotation in reverse order of seniority, provided that no employee will be forced to accept an overtime assignment if there is an available employee in the force pool with less than forty (40) paid hours for the workweek.
8. Management will announce weekend work, and designate the units and locations where the work is to be performed, not later than 2 p.m. on the Tuesday before the weekend on which the work is to be performed in Distribution and not later than 2 p.m. on the Friday the week before the weekend on which the work is to be performed in Mobile Operations.
9. Employees desiring to perform the weekend or holiday work shall notify their supervisor not later than 2 p.m. on the Thursday-Monday before the weekend or ~~two (2) days~~ before the holiday. Otherwise, they will be considered to have declined the work.
10. Only employees who have registered with their supervisor for weekend work are entitled to be called if work becomes available after the weekend schedule has been posted. Otherwise non-registered employees will be called only if required to work.
11. Any employee who has registered for weekend or holiday assignments and does not withdraw that registration prior to 2 p.m. on the Thursday before the weekend,

or two (2) days before a holiday, is then required to work that assignment provided that no schedule change occurs.

12. Springfield only - Once a bargaining unit member at the Springfield location has signed up for weekend or holiday work, it is his responsibility to fulfill the commitment. If he is unable to report to work, it is his responsibility to arrange for coverage with another member of the bargaining unit and to notify the Supervisor of this change as soon as possible.
13. Springfield only - The following additional provisions shall apply to forced work in Springfield only: Forced overtime, weekend and holiday work will be scheduled by rotation in reverse order of seniority. No member of the bargaining unit may be forced to work a seventh day unless there is an emergency situation. Employees will be notified of forced work assignments before 11:00 a.m. on the Thursday before the weekend or holiday. Mobile units will be staffed first according to the forced work assignment rotation list. If a member of the bargaining unit has scheduled annual leave in advance for either Friday or Monday, he will not be forced to work the weekend.
14. The Program has a right to transfer weekend work from one location to another provided such transfer takes place prior to 2 p.m. on the Thursday before the weekend, or at any time if full voluntary coverage for that unit is not available at the location.

AMERICAN RED CROSS BLOOD SERVICES - NEW ENGLAND REGION GUIDELINES FOR EMPLOYEE ATTENDANCE WORK RULE

LOCAL 25

DEFINITION

For the purpose of this set of guidelines, the term “day(s)” is defined as scheduled shifts. An occurrence of absence is defined as an absence of part or all of a single day of work or a sequence of continuous absences uninterrupted by a return to work. An occurrence may consist of one (1) day (or part of a day) of absence or it may consist of consecutive days of absence which occur in blocks and are documented. The types of absence which are not included in the definition of occurrence of absence are absences involving paid vacation, holiday, personal business day, bereavement leave, jury duty, military leave, or approved (either paid or unpaid) paternity or maternity leaves, absences when on worker’s compensation, Family and Medical Leave Act, and any approved personal leave. All other types of absences are subject to being included in an occurrence of absence (i.e., paid or unpaid sick time and any unauthorized absence). The following definitions of annual rate of absence should be applied to the guidelines which follow:

FREQUENT ABSENCE	SOME DIFFICULTY IN ATTENDANCE	ADEQUATE ATTENDANCE
4 Occurrences	3 Occurrences	1-2 Occurrences

WORK RULE

Employees whose attendance records demonstrate “frequent absence” will be subject to counseling and progressive discipline on the occasion of the most recent abuse.

~~* Trigger number is 4. If average sick leave for group is 5 days or below for calendar year, trigger number changes to 5~~

~~* If average days go up beyond 5, trigger drops back to 4~~

GENERAL GUIDELINES

1. Attendance records should be reviewed monthly or more frequently as the situation requires. When reviews of this kind are conducted, the rate of attendance shall be calculated based upon a ~~128~~ month period. ~~It is agreed that upon ratification any employee currently in discipline will be placed in the immediately prior discipline step.~~

2. Certain consecutive occurrences of absence occurring in blocks related to surgery or a major medical problem may be considered to be one (1) occurrence, and may be bridged. Employees must meet certain medical criteria and the decision is at the sole discretion of the Director, Human Resources, or designee.

3. Employees who have perfect attendance (i.e., no paid sick leave and no leaves without pay) for:

a) Each calendar 6 month period will receive ~~\$50~~100. This will be available approximately 1 month after the close of the period.

b) One calendar year will receive two additional annual leave days prospectively to next year accrual.

~~e) \$200 to each employee if group average number of sick days reduces to 5 days or less for a calendar year.~~

- d) Any bonus payment under this section is subject to ordinary payroll deductions for taxes, FICA and Medicare.

4. Employees who demonstrate “some difficulty in attendance” and employees who demonstrate “frequent absence” must be counseled following each review period.

5. Usual pattern of action in case of “frequent absence” on the occasion of the most recent absence:

- a) review of attendance record- maintain calendars to easily review a rolling year.

- b) during the first period of review in which the employee demonstrates “frequent absence,” the employee should receive intervention as follows:

- 1) Counsel and discuss the extent and/or duration of absence with employee, attempting to find reasons for absence and attempting to offer ways in which attendance record can be improved (i.e., EAP, medical intervention).

- 2) Discussion should be documented by anecdotal record.

- c) employees who continue to be absent during a subsequent period of review and in so doing demonstrate “frequent absence” should receive intervention as follows:

- 1) At 4 occurrences in a rolling 12 month period the employee will be issued a ~~Written~~ documented verbal ~~Oral~~ Warning.

- 2) At 5 occurrences in a rolling 12 month period the employee will be issued a Written Warning.

3) At 6 occurrences in a rolling 12 month period the employee will be issued a Final Written Warning.

4) At 7 occurrences in a rolling 12 month period the employee will be Terminated. sSubject to further discipline, up to and including suspension or termination.

~~d) employees who continue to be absence during a subsequent period of review and in so doing demonstrate “frequent absence” after counseling and written oral warning require a written warning with date established for next review.~~

~~e) employees who continue to be absent during a subsequent period of review and in so doing demonstrate “frequent absence” after written warning should result in the following action:~~

~~1) Suspension without pay with a date established for the next review.~~

~~2) The length of suspension will be determined on an individual basis after consultation with the Department Director and the Director of Human Resources or designee.~~

~~f) continued attendance at a rate which indicates “frequent absence” during a subsequent period of review within one year after a suspension should result in discharge. (Discharge should always follow immediately after the occasion of final absence and must be done in consultation with Director, Human Resource and Department Director.)~~

- ~~g) — attendance at a rate which indicates “frequent absence” during a period of review more than one year after a suspension may result in discharge or lesser disciplinary action depending on the circumstance.~~
- ~~6. — Patterns — If the following criteria are satisfied, then an employee who demonstrates “some difficulty in attendance,” “adequate attendance,” (and in rare cases even employees who are “consistently in attendance”) should be acted upon as if the employee demonstrated “frequent absence” for the purposes of interpreting these guidelines (i.e., see guideline #3 above):~~
- ~~a) — if there is a pattern of occurrences which begin or end contiguous with days when work is not scheduled, (i.e., weekends, holidays, annual leave, etc.);~~
- ~~b) — when some other pattern of abuse or reasonable failure to seek medical attention is demonstrated.~~
- ~~7. — Managers are advised to consult with and inform the Human Resources Department during any disciplinary process.~~
- ~~8. — “Adequate attendance” requires no supervisory action.~~
- ~~9. — Each manager is expected to document on a monthly basis a summary of his/her subordinate employees which fall into each category of attendance within the manager’s area of supervision, together with a summary of actions which were taken.~~

Individual actions, (i.e. counseling or discipline) shall be initiated by the supervisor conducting the initial review.