

2024 Negotiations
TA - ARC *AC* IBT _____

LOCAL AGREEMENT
TEAMSTERS LOCAL UNION NO. 340
AND
AMERICAN RED CROSS
October 1, 202~~4~~¹ through September 30, 202~~8~~⁴

JRP *7.15.24*
JAC - 7-19-24

PREAMBLE

Whereas, this Agreement has as its purpose the creation of an atmosphere of good faith, confidence and mutual respect; the establishment of an equitable and peaceful procedure for the resolution of difference; the creation of an environment in which the Region and the Union can cooperate to achieve their joint objectives; and the establishment of wages, hours of work and other terms and conditions of employment; and

Whereas, the Region and the Union recognize that the Collections and Special Services units play a vital role in the collection, maintenance and distribution of blood supplies and are assured of a fair regard for their labor in return for efficient and dedicated service, the parties agree as follows:

ARTICLE 1. UNION RECOGNITION AND UNION SECURITY

§ 1. Recognition. The American Red Cross at Portland, ME recognizes the Union as the sole and exclusive representative of all Apheresis Collections Specialists, MUA I and II, Collections Technicians I, II, and III, and Charge Staff covered by this Agreement who are employed at ARC's location in Portland, Maine, Augusta, Maine and Auburn, Maine, for the purposes of collective bargaining as provided by the Labor-Management Relations Act of 1947, as amended. ARC 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.

[No further changes to this Article]

ARTICLE 9. HOURS OF WORK AND OVERTIME

Any team vacancy (such as Charge, OJI or DRC) that becomes available will be posted by the Employer for seven (7) calendar days. Staff will submit a written request to the appropriate supervisor.

Upon request by the Union, the Employer will provide any and all information, within reason, 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 9 of the ~~National Addendum~~ Teamster National Agreement.

Section A. Definitions.

1. Work week: A work week is defined consistent with Article 7, Section 1 of the ~~National Addendum~~ Teamster National Agreement.

2. Workday: Workday for employees leaving from assigned Center will begin with the scheduled departure time and includes the amount of time required to complete scheduled collections plus the return travel time, if applicable. Employees choosing to leave from locations other than the Center will be paid for the driving time from the Center to the site, and will be paid time for the return travel in the same manner.

Overtime will be paid in accordance with Article 134 of the ~~National Addendum~~ Teamster National Agreement.

Meal Periods and Rest Periods shall be provided in accordance with Article 78 of the ~~National Addendum~~ Teamster National Agreement.

Handwritten notes:
A circled signature and "7-19-24"
"JAF" and "7.15.24"

Section B. Hours Between Work Periods. Article 9.10, Section 5(B) of the ~~National Addendum~~ Teamster National Agreement shall govern circumstances where the Region requires employees to work less than ten (10) hours after their last compensable shift.

1. DOT Hours of Service Regulated Employees: Employees subject to DOT Hours of Service regulations shall not engage in any outside work which would interfere with their ability to drive for the Red Cross.

2. Staff Meetings. Employees will be compensated at their hourly rate for attendance at staff meetings. Should the employee be scheduled for a staff meeting on a day in which they are scheduled on a drive, the hours paid for the staff meeting will count towards the overtime requirements. Staff called in to work for less than four hours shall either be provided with four hours' work, a minimum of four hours' pay, unless the employee chooses to leave the premises and therefore waives this, and shall be paid for actual hours worked.

Employees will not be required to attend meetings on their assigned day off. Employees who voluntarily attend a meeting on their assigned day off shall be paid for all time spent at such meeting.

Section C. Posting of the Work Schedule

Work schedules for all employees shall be posted in accordance with the ~~National Addendum~~ Teamster National Agreement. If the posted schedule is revised for any reason, the Employer must contact the affected employees as soon as possible. This could include, but not limited to, electronic means of communication.

a. Reasonable effort will be made to reassign employee to similar hours as on the previously posted schedule.

b. **In Advance:** Employees will be contacted based upon the required role, if needed, in accordance with seniority (ask from the top; force from the bottom in a wheel) to fill the required shift. ~~Employees have 10 minutes to agree to the assignment or~~ the shift will be granted to the first employee to accept the work.

Employees may utilize the Request Book to request shift consideration. If more than one employee requests the same shift consideration and the employer complies, the request shall be granted to the senior employee.

OJI assignments shall be rotated among those employees who are qualified and available for the full training assignment as defined by ARC.

c. **Same Day:** The Employer shall have the right to create a volunteer 'On-Call Pool', who shall be paid in accordance with the ~~National Addendum~~ Teamster National Agreement. Members of the On-Call Pool may be subject to discipline if they are unavailable to work when on call. If the Employer does not have sufficient volunteers for the On-Call Pool, the Union agrees to meet to determine the terms of a forced On-Call Pool that meets operation needs.

When it becomes necessary to shift employees from one drive to another, the employer will solicit volunteers prior to forcing the least senior employee able to perform the role.

d. Employees are responsible to ensure their most up to date personal contact information has been entered into Workday.

e. If employees need to call out for a scheduled shift, they are required to follow the current Call Out policy. employees are expected to call in no later than two hours prior to the start of their scheduled shift.

Section D. Fixed Site Scheduling. The Employer will give the Union ten (10) working days advance notice prior to changing regular donor hours at the Fixed Site. Alternate schedules requested in writing by an employee may be arranged by mutual agreement.

Joe
7-19-24

JRP
7-15-24

ARTICLE 10. RATES OF PAY

Job	New Hire Rate
CMC	\$ 19.00
Technician II, Collections	\$ 21.15
Technician II CDL, Collections	\$ 22.00
Technician III, Collections	\$ 22.15
Technician III CDL, Collections	\$ 23.00
Specialist I, Collections	\$ 22.65
Specialist II, Collections MOBILE	\$ 24.15
Specialist II, Collections FIXED SITE	\$ 24.65

The Parties agreed to a market adjustment during negotiations. These increases shall be effective as soon as possible following tentative agreement of the local agreement. Employees remain eligible for any increases flowing from the National Addendum.

CDL qualified employees will be compensated at an additional \$2.00 per hour.

Staff will receive an the greater of the CTIII rate or \$1.00 increase for completing DRC training, and the greater of the CSII rate or \$2.00 increase for completing training as a Charge, which shall be eliminated if they cease to perform either role.

ARTICLE 11. LEAVES OF ABSENCE

BEREAVEMENT LEAVE

Employees will be granted bereavement leave as required by any applicable state and/or federal law and in a manner consistent with the Red Cross employee handbook dated ~~September 1, 2015~~.

Any employee desiring a leave of absence from his employment without pay and benefits must secure written permission from the Region. Such a leave of absence will be allowed only in special cases and will depend upon the needs of the Region.

MILITARY LEAVE

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

JURY DUTY

JAC-7-19-24
JKB
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Employees will be granted leave for jury duty as required by any applicable state and/or federal law and in a manner consistent with the Red Cross employee handbook ~~dated September 1, 2015.~~

[No further changes to this Article]

ARTICLE 12. SEVERANCE PAY

Employees shall receive severance pay in accordance with the American Red Cross Severance Pay Plan ~~dated January 1, 2016.~~

Commented [JC1]: In case there are improvements or changes

ARTICLE 13. SENIORITY

§ 1. Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement, at the location or locations within the jurisdiction of the Union. It shall be deemed to include any seniority presently held by an employee through agreement between the Employer and the Union prior to this Agreement

§ 2. Probationary Employees

All new employees shall be subject to a ~~six month~~ 20 day probationary period during which such time employees shall work under the provisions of this agreement but may be dismissed without protest by the employee or union. The Employer and the Union may agree upon a further extension of the probationary period, not to exceed a total of thirty days at a time. However, the Employer may not discharge or discipline, or extend the trial period, for the purpose of evading this Agreement or discriminating against Union members. At the end of the trial period (or extension if it is extended), an employee shall be placed on the seniority list as a regular employee in accordance with his or her date of hire. In case of discipline within the trial period or extension, the Employer shall notify the Union in writing.

Commented [JC2]: Union proposes sixty - ARC Counter 120 days

Commented [JC3R2]: 2/6 - Un TA

[No further changes to this Article]

ARTICLE 19. TERM OF AGREEMENT

This Agreement shall be in full force and effect from date of ratification until expiration of the Teamster National Agreement, September 30, 2028 and shall be renewed or reopened consistent with Article 24, Section 1 of the ~~National Addendum~~ Teamster National Agreement.

The party serving such opening notice may include with such notice, a statement of its proposed changes.

Should neither party serve timely notice upon the other party, the Agreement shall automatically renew for twelve (12) months from the expiration date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands:

For the Red Cross:

For Teamsters Local 340:

Jeff Champion, Dir. Labor Relations

Joe Piccone, Business Agent

JPC
9-19-201

JRP
7.15.24

Wage Adjustments:

In consideration for wage adjustments, the Union agrees that the Double Red Cell (DRC/Power Red) and Charge differentials found in the ~~National Addendum~~ Teamster National Agreement, Appendix B, shall not apply to employees under this Agreement.

Staff will continue to receive the greater of the CTIII rate or \$1.00 increase for completing DRC training, and the greater of the CSII rate or \$2.00 increase for completing training as a Charge, which shall be eliminated if they cease to perform either role.

JRP
7-15-24
JOC 7-19-24

MEMORANDA OF AGREEMENT
ARC OPENING OF AN AUGUSTA LAUNCH SITE

The Red Cross plans to initially hire four (4) employees in the Augusta, ME area and have them launch out of Augusta. This will help reduce the staffing issues in Portland, reduce the number of MSEA represented employees called upon to assist with Portland drives, and help reduce northward travel from Portland.

Augusta employees will be covered by the Teamster National Agreement. In addition, the terms below relate to how Augusta employees will be handled under the Local agreement. Below, listed by Article number, are specific provisions related to opening the Augusta launch site.

Article 1, Recognition – ARC will recognize IBT Local 340 as the representative of these employees, and they shall have the same terms and conditions as set forth in our cba, except as listed below.

Article 8, PTO – Augusta employees will be considered a separate PTO bidding group and will be allotted 1 PTO slot per day for Augusta based employees.

Article 9, Hours of Work and Overtime –

- Section A.2, Augusta employees will launch from the Augusta “assigned Center”.
- Section C.c, same day reassignments will be solicited or assigned based upon the seniority and classification.
- In the event that no company vehicle is available on the scheduled day of work, the effected employee(s) will be given the option of driving their personal (travel time and milage will be paid) or choosing from PTO or unpaid. If the employee chooses PTO or unpaid, no occurrence will be charged. At no time will an employee be mandated to use their own vehicle.

Article 10, Rates of Pay – Augusta based employees will be paid per the existing wage schedule.

Article 13, Seniority – The Augusta and Portland sites will have site seniority followed by unit seniority. This shall apply to postings, layoff and other seniority-based issues. E.g. if there were a layoff in Augusta the employee would first exercise any bumping rights in Augusta, then if no junior employees were in Augusta, they would have bumping rights in Portland, and vice versa.

Driver and Driver support – Augusta employees will be required to train in driver and driver support and will be assigned to do so as needed, in accordance with the Teamster National Agreement, Article 8, Section 5.A.11.g & h.

7-15-24

OC 7/19/24