

**EASTERN AND WESTERN NEW YORK REGIONS  
AMERICAN RED CROSS BLOOD SERVICES  
(ALBANY, BUFFALO, BINGHAMTON, SYRACUSE, & UTICA)  
and  
COMMUNICATIONS WORKERS OF AMERICA,  
AFL-CIO**

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**COLLECTIVE BARGAINING AGREEMENT**

**October 1, 2024 – December 31, 2028**

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## **AGREEMENT**

This is a collective bargaining agreement between the Eastern New York and Western New York Regions of American Red Cross Blood Services ("Blood Services") and the Communications Workers of America, AFL-CIO ("the Union") for the Albany, Syracuse, Buffalo, Binghamton and Utica locations. Additionally, the Parties agree to the provisions of the National Addendum to this Local Agreement, which is attached and hereby incorporated for all purposes.

### **1. RECOGNITION**

1.1 Blood Services recognizes the Union as the exclusive representative of all full time and regular part time Collections Technicians I, II, and III, and Collections Specialists I and II, Mobile Unit Assistants, and Delivery Drivers in the Albany, Syracuse (Liverpool), Buffalo, Binghamton and Utica locations, including any remote staging areas and fixed sites, and excluding all office clerical employees, confidential employees, professional employees, guards and supervisors as defined in the National Labor Relations Act, and all other employees; for the purpose of collective bargaining in respect to wages, hours and terms and conditions of employment.

1.2 Each provision of this Agreement covers each person for whom the Union is recognized as the representative, as provided in paragraph 1.1, but no provision of this Agreement applies to an employee who is hired as a temporary employee, except as this Agreement states otherwise.

### **2. INTENT & PURPOSE OF AGREEMENT**

2.1 Blood Services and its employees have the responsibility and obligation to provide a continuous program of collecting and processing blood, blood components, organs and tissues; and distributing them to hospitals and others; thereby rendering a vital service which is essential to the health, safety and welfare of the residents of the Eastern New York and Western New York Region. The intent of this Agreement is to assure that such service is rendered without unnecessary expense, efficiently, and without interference or interruption, by (i) setting forth the terms and conditions of this Agreement, (ii) providing for the peaceful adjustment of differences arising under this Agreement between the Region and the Union, (iii) ensuring the highest quality of donor care, (iv) ensuring the highest quality of service rendered, and (v) providing for the maximum quality and efficiency in product handling, storing, and distribution.

2.2 Blood Services, the Union, and the employees shall conduct themselves in a manner consistent with the intent set forth in paragraph 2.1. All interpretations of the provisions of this Agreement must be consistent with that intent.

### **3. UNION COOPERATION & MANAGEMENT RIGHTS**

3.1 The Union agrees to use all proper methods to secure the fullest cooperation of the employees it represents in attaining their adherence to and faithful performance of the provisions of this Agreement and the provision of the highest standards of donor care and service to the community.

3.2 Blood Services and the Union agree that the rights and responsibilities to operate and manage the business and the affairs of Blood Services are vested exclusively in Blood Services; and failure to exercise these rights shall not be construed as a waiver of any of them. These rights and responsibilities include, by way of illustration and without being limited by past practice or otherwise, the right to:

- a) determine, control and change (i) work practices and schedules, (ii) work and shift assignments, (iii) hours of work, (iv) the size, the composition, and the organization of the workforce, (v) job classifications, content and standards, (vi) the use of volunteers to assist or perform functions of Blood Services operations, (vii) standards of employee performance, inspection, and evaluation; and (viii) the manner and the extent to which Blood Services' equipment, facilities and properties shall be operated, laid out, increased, decreased and located;
- b) introduce new or improved methods, facilities, techniques and processes;
- c) select, test, train, and determine the ability and the qualifications of employees;
- d) contract and subcontract for materials, services, supplies and equipment whether or not involving work which might be done by the employees covered by this Agreement;
- e) establish, distribute, modify, and enforce rules of employee conduct and safety, manuals of operating procedures, and safety regulations;
- f) establish, change or discontinue any employee benefits not mentioned in this Agreement or which are in excess of and/or in addition to those provided in this Agreement;
- g) employ, lay-off, discharge, assign, discipline, transfer, suspend and promote its employees;
- h) determine, control and change the quality and the nature of its products, materials and services;
- i) investigate suspected wrong-doing and to discipline or discharge any individual or group of employees reasonably believed by Blood Services to have been involved in the wrong-doing or to have knowledge thereof not made known to Blood Services or who refuse(s) to be interviewed in connection with his/her or another individual's suspected wrong-doing;

- j) and all other rights pertaining to the operation and management of the business and the affairs of Blood Services that are not specifically given in this Agreement to the Union or the employees.

3.3 The aid and assistance of Red Cross volunteers has been and continues to be an integral part of the humanitarian services rendered by the Red Cross. In recognition thereof, Blood Services and the Union agree that the use of volunteer services shall continue where, as determined by Blood Services, it is necessary to the performance of Blood Services' mission. Supervisors (and volunteers) may perform bargaining unit work in the circumstances outlined in Article 9, Section 3 and Section 8 of the National Addendum.

3.4 The parties acknowledge that the work performed by employees in the unit has, among its many aspects, a public relations function, in that the employees are in contact with the individual donors, donor sponsors, other staff members and medical institutions without whom Blood Services could not fulfill its vital mission. Personal appearance and courteous attitude toward the public are, therefore, legitimate qualifications for the jobs included in this unit. Employees who are required as part of their job to operate motor vehicles shall possess at all times a valid New York State operator's license, shall comply with the requirements and procedures of any lessor, or other owner of the vehicle, which the employee is assigned to operate and shall report promptly to Blood Services all traffic citations and all accidents that occur during the work day or while the employee is performing assigned work at any time or while the employee is operating a Blood Services' vehicle. Failure to comply with these provisions shall constitute just cause for discipline.

3.5 The parties agree Blood Services' Drug and Alcohol Policy for non-Union employees will apply to employees in the bargaining unit.

3.6 Labor Management Committee. In order to encourage good morale, high productivity and productive labor-management relations, there shall be established a joint Labor-Management Committee ("Committee") in Albany, Binghamton, Buffalo, and Syracuse. The membership of this Committee shall consist up to four (4) representatives of the Union and up to four (4) representatives of the Region. The Committee shall meet to discuss and resolve issues of mutual concern to the Union and the Region. The Committee is not intended to circumvent the grievance procedure or the collective bargaining process. The Committee shall meet no less than quarterly.

Each party will designate a Co-Chair of the committee. The Union Co-Chair will be the Union Designee. The Region Co-Chair will be the District Director or her designee. No later than one (1) week before a scheduled meeting, each Co-Chair shall submit an anticipated agenda to the other Co-Chair. If no agenda is submitted by either Co-Chair, the meeting may be cancelled. The Co-Chairs shall report findings and recommendations of the committee if any, to the Union and the Region.

The Region agrees to release from work, if necessary, the Union representatives to the Committee, at no loss of their base rate of pay, for the purpose of attending such meetings.

#### **4. NONDISCRIMINATION**

4.1 Blood Services and the Union agree that neither party shall discriminate against any employee because of Union activities.

4.2. All bargaining unit employees are covered by the non-discrimination clause in Article 4 of the National Addendum.

4.3 The parties also agree that sexual harassment as well as harassment based on any of the categories set forth above of any employee is prohibited. Any employee who believes that he/she has been subjected to discrimination, sexual or other prohibited harassment should immediately report such conduct to Human Resources.

#### **5. WORK INTERRUPTIONS**

5.1 It is recognized by the parties that in operating the Regional Blood Services, a necessary and basic service is being rendered and that any interruption of this service would interfere with treatment and care of the sick and injured, thereby increasing their suffering and threatening their lives.

5.2 For the duration of this Agreement and any extension thereof, the Union, its officers, agents, representatives, and members shall not in any way, directly participate in, ratify or condone any strike, shutdown, slow down, cessation or stoppage of work, boycott, picketing or other interruption of work at any of the Blood Center operations. Additionally, it is a violation of this paragraph for an employee to refuse to cross (i) any picket line at the Blood Services premises, or (ii) a picket line at a hospital or other locations where blood or blood products are required to be delivered.

5.3 In the event an employee engages in conduct prohibited by this Article, the Union agrees that it will notify such employee immediately of employee's obligation hereunder, and Blood Services may take any and all appropriate disciplinary action against the employee, up to and including discharge. Such discharge or discipline shall not be reviewable in the grievance and arbitration procedure, except as to the question of whether such employee did, in fact, engage in conduct prohibited by this Article.

5.4 In consideration of this no-strike pledge by the Union, for the duration of this agreement and any extension thereof, the Blood Services shall not lock out its employees.

#### **6. UNION SECURITY & CHECKOFF**

6.1 Any employee who, as of the effective date of this agreement, is a member of the Union, or who thereafter becomes a member of the Union, shall remain a member of the Union in good standing for the term of this Agreement as a condition of employment.

6.2 During the term of this Agreement, all employees shall, as a condition of employment, become and remain members of the Union in good standing, within 30 days of the date of their employment.

6.3 Membership in good standing in the Union shall consist of the payment or tendering of payment of the initiation fee and dues regularly required by the Union as a condition of acquiring or retaining membership.

6.4 If an employee who is required by this Agreement to become and remain a member in good standing of the Union fails to do so; and the Union notified Blood Services of this fact in writing, with a copy to the employee; and the employee does not, within 15 calendar days after Blood Services receipt of the notice, produce satisfactory evidence that he has complied with the Agreement; then, Blood Services shall dismiss the employee.

6.5 Upon receipt by Blood Services of a valid, written authorization from an employee, Blood Services shall deduct from the employee's pay check issued by Blood Services an amount equal to the regular monthly dues and initiation fees which the Union shall certify to Blood Services in writing to be the proper amounts.

6.6 The Union shall indemnify and hold Blood Services harmless against any and all claims, demands, suits, or other forms of liability (including the reasonable cost of defending same), that may arise out of, or by reason of, action taken or not taken by Blood Services for the purpose of complying with any provision of this Article.

6.7 Once each month Blood Services will send to the Union a list of all new hire employees including name, social security number, wage rate, work location and home address.

6.8 Blood Services shall provide payroll deduction for a Union Designated Fund. Blood Services will deduct the amounts designated by an employee on an authorization card, signed by the employee and provided by the Union.

## **7. UNION ACCESS & STEWARDS**

7.1 Blood Services acknowledges the right of the Union to designate employee representatives as stewards. The Union will keep Blood Services advised at all times as to the name of such representatives. The Union will also keep Blood Services advised at all times as to the names of those designated as Union representatives for purposes of handling grievances pursuant to 11.2.

7.2 As per the National Addendum, the union's leaders and staff shall not be unreasonably denied the access to Red Cross facilities. Upon entering the Blood Services premises, such representatives shall notify the Department Director or designee; upon entering a bloodmobile site, they shall notify the drive supervisor or charge. The union representatives shall not interfere with the Blood Services operation.

7.3 The Union shall have the privilege of using Blood Services meeting rooms on a "space available" basis for meetings of employees with the bargaining unit. The Union shall make a written request to the Department Director (or designee), Blood Services to reserve space in accordance with Blood Services usual procedure.

7.4 To the extent that Blood Services determines that its requirements permit, employees who are authorized representatives of the Union or Local Union may be excused without pay or granted leaves of absence without pay by Blood Services at the request of an authorized officer of the Union or Local Union to attend official meetings, conventions, and seminars of the Union or Local Union, such requests shall not be unreasonably denied. The Union or Local Union shall make all requests for such excused absences or leaves of absence as far in advance as possible, but in no case later than two weeks prior to the first day for which such absence is requested. Blood Services shall respond to each request promptly. The Parties will meet and discuss any long-term union leave assignments.

## **8. SENIORITY & LAYOFF**

8.1 An employee shall have no seniority status until completion of the probationary period as outlined in 10.1. Thereafter, seniority shall consist of length of continuous service with Blood Services within the bargaining unit and shall accrue from original employment with Blood Services or, following a break in continuous service as defined in 8.2, from the date of re-employment with Blood Services.

8.2 All seniority rights acquired under this Agreement shall be terminated by:

- 1) a voluntary termination, including retirement or unexcused absence from work for three (3) or more consecutive workdays;
- 2) justifiable discharge;
- 3) a period of unemployment with Blood Services equal to the lesser of: the employee's length of service at the time of lay-off, or twelve (12) months duration;
- 4) any other break in service (e.g. leave of absence) exceeding twelve (12) months duration. For purposes of this subsection, if an employee returns to work within the 12 consecutive months and then goes back out again due to the same disability, the 12 consecutive month period will continue and be counted from the



day the employee goes back out from work, unless the employee has worked for at least 30 consecutive days;

- 5) acceptance of employment with another employer during a period of leave; or
- 6) failure to report back to work within three (3) days after notification to do so, provided such notice is given by Certified Mail, Return Receipt Requested, mailed to the employee's latest address on file in the Human Resources Department and provided the notice is simultaneously sent to the Union.
- 7) Refusing a recall.

8.3 An employee who accepts a non-bargaining unit position and returns to a bargaining unit position shall not accrue seniority for the period of time that they are out of the bargaining unit.

8.4 An employee who was employed by Blood Services for an uninterrupted period of at least twelve (12) months whose employment with the Blood Services terminates for reasons other than those constituting just cause and is rehired within twelve (12) months from the date of termination shall receive their most recent date of hire, prior to the termination, adjusted by moving the employee's most recent date of hire forward for the period of separation from employment.

8.5 If two or more employees have the same date of last hire their relative seniority shall be determined by pulling lots.

8.6 Employees shall be given 30 calendar days' notice of layoff. The employee shall receive one days' wages in lieu of each day less than the 30 calendar day requirement. The employee laid off shall receive wages in lieu of all unused PTO accrued no later than the next regular pay day. Layoffs within a job classification may be made separately for full-time and part-time employees. If the number of full-time or part-time employees within a job classification is to be reduced, such employees in their probationary period shall be laid off first and then other such employees shall be laid off in reverse order of their seniority within the job classification. An employee so laid off may displace the least senior full-time or the least senior part-time in a job classification provided the employee:

1. is more senior than the employee being displaced
2. meets the qualifications of the position
3. is fully able to perform the major duties of that classification with minimal training
4. is able to work the same schedule of the employee being displaced.

8.7 If a layoff is due to work being moved outside of the region, during the term of this Agreement, the following shall apply:

1. Blood Services shall provide forty-five (45) calendar day written notice of the work relocation to the Local Union with the reasons for the layoff outlined and shall, upon the Union's request meet to discuss such layoffs.
2. The employee(s) to be laid off shall have the right to apply for any new positions created by the transfer of the work to the new location. Employees who make such an application shall be considered on an equal basis with other potential transferees within the Region, and shall have their bargaining unit seniority treated as Red Cross Service. Such a transfer is subject to the terms and conditions in effect at the new location. Any relocation allowance in effect shall be provided.
3. The employee(s) right to bump as outlined in Section 8.4 shall apply, provided the employee can be trained within forty-five (45) calendar days to perform the job.
4. The employee(s) recall rights shall be two (2) years from date of layoff.
5. The employee(s) shall be eligible to bid on all job openings. –An employee's refusal of recall to a job opening outside of their last reporting location shall not constitute a refusal of recall for the purposes of 8.2 (7) above.

8.8 In the event of a layoff, the employee(s) shall receive severance in accordance with the American Red Cross Severance Pay Plan.

## **9. PROMOTION & TRANSFER**

9.1 Promotion shall be defined for purposes of this Article as a reclassification to a job title within the bargaining unit which is assigned a starting wage rate ("hire rate") greater than that assigned to the classification previously held by the employee.

9.2 Transfer shall be defined for purpose of this Article as a reclassification to a job title within the bargaining unit which is assigned a starting wage rate ("hire rate") equal to or less than that assigned to the classification previously held by the employee.

9.3 All job vacancies within the bargaining unit will be posted for not less than three (3) working days. Current bargaining unit employees who possess the qualifications expected of a new hire will be given preference over outside applicants.

9.4 Promotions and transfers will be awarded on the basis of seniority within the bargaining unit, subject to possession of the necessary licenses and qualifications to perform the work of the new position with no more orientation than would be given to a new hire.

9.5 In the event that Blood Services elects to train a “back up” for any unit position, the opportunity to be trained shall be offered first to unit employees in order of seniority subject to qualifications and necessary licenses.

9.6 An employee who is awarded a promotion or transfer shall serve a trial period of sixty (60) days. During or at the end of the trial period, Blood Services may determine that in its judgment the employee has not performed satisfactorily and the employee may be returned to the employee’s previous classification. Alternatively, the employee may notify Blood Services within that period that the employee wishes to return to the previous job category. Disputes arising under this section may be submitted and determined in accordance with the grievance procedure, but shall not be arbitrable.

9.7 Blood Services shall have the right to temporarily fill, without posting, a position vacated by a transferee, pending completion of the transferee’s trial period.

9.8 Employees who have not completed the initial probation period shall not be entitled to bid on a promotion or transfer.

9.9 An employee may not apply for another transfer until at least six (6) months after successful completion of the trial period, or three (3) months after return to a previous position.

9.10 . Employees who successfully bid on a position with a higher starting wage will either be placed at the new starting wage or, if the employee’s current wage rate exceeds the new starting rate, then the employee will be placed at a rate dependent on comparable seniority and job experience of other staff in the bidded job. Employees who move to a position with a lower starting wage will have their wage rate reduced by a percentage equal to the percentage difference between the starting rates for both jobs. This language shall only apply for movement to and from the CMC position.

## **10. DISCIPLINE & DISCHARGE**

10.1 Each employee shall serve a probationary period of 180 calendar days. The probationary period may be extended for up to 90 days by agreement between Blood Services and the Union.

10.2 After an employee has completed their probationary period, he may be disciplined (that is, given a verbal warning, written warning, disciplinary suspension or disciplinary probationary period) or dismissed only for reasons which constitute just cause. An employee may be suspended pending investigation, but after a period of ten working days the suspension shall be converted to a disciplinary suspension or a discharge or the employee shall be returned to work and his lost pay shall be fully restored. At the time an employee is suspended (for discipline or pending investigation) or is dismissed, he shall be informed of the reasons. Not later than 48 hours after any discharge, disciplinary

suspension or suspension pending investigation, Blood Services shall give the Local Union official notice of its action in writing.

10.3 If an employee is suspended, demoted, or discharged during the employee's probationary period, any grievance concerning the action shall proceed through the first three steps of the grievance procedure, but shall not be arbitrable.

10.4 Whenever practicable, meetings between a Blood Services representative and an employee to discuss an error report shall be held within ten (10) working days after the error has been discovered. Blood Services agrees to discuss error reports with employees during business hours.

10.5 When scheduling a disciplinary meeting, the employees shall be advised to bring a union representative to the meeting if he/she chooses.

10.6 The parties recognize the concept of progressive discipline. Depending on the severity of the offense, employees shall normally receive a verbal and/or written warning, and one or more unpaid suspensions prior to discharge. The employee's work record shall also be considered when determining the appropriate consequences for unsatisfactory performance. However, among the offenses for which the penalty of discharge may be imposed for the first offense are the following: fighting; physically abusing a donor, volunteer, visitor, or staff member; using threatening or abusive language to a donor, volunteer, visitor, or staff member; insubordination; theft of property or services; being or becoming intoxicated upon the premises (including motor vehicles and donor sites); drug abuse or use of controlled substances; falsification of time cards or other work records; intentionally punching the time clock for another employee; or willful destruction of property.

10.7 For purposes of progressive discipline (excluding discipline for absenteeism and tardiness) if an employee has no additional disciplines, a verbal warning will be considered inactive after twelve (12) months, a written warning will be considered inactive after twelve (12) months and a suspension will be considered inactive after two (2) years, except for suspensions due to gross insubordination, willful misconduct or harassment.

10.8 Blood Services may conduct a one-time criminal background check (or as required by State law, such as the PA Child Abuse Act) on each employee in the bargaining unit on whom no criminal background check was conducted at the time the employee was hired by Blood Services. The background check will be conducted in accordance with the standards adopted by the American National Red Cross, with violations of those standards being just cause for discharge. The Arbitrator shall have no power or jurisdiction to modify Blood Services' level of discipline or discharge. The Arbitrator shall either find that Blood Services' action was with just cause, in which case the action will be sustained in full or that the action was without just cause and then the employee will be made whole.

10.9 Any employee who chooses to review his personnel file may do so by making a request with the Human Resources Department. During this review the employee may submit written comments concerning any item in his file to be included as part of his permanent record.

## **11. GRIEVANCE AND ARBITRATION PROCEDURE**

[Any complaints or disputes involving terms and conditions covered by the National Addendum, shall be governed by the national grievance and arbitration process in Article 23 of the National Addendum and not the local grievance procedure outlined below.]

11.1 A grievance is a complaint or dispute which may arise between the parties concerning the application or interpretation of this Agreement, or of any work rule or practice of the Blood Services which affects the hours, wages, or working conditions of the employees covered by this Agreement. Employees are encouraged to raise questions or discuss grievances informally with supervisors; and supervisors will be available to employees at reasonable times for those purposes.

11.2 A grievance shall be raised and considered according to the following procedure:

Step 1 The first step of the grievance procedure is that the employee and the steward discusses the grievance with the Operations Manager for that location (or designee). The grievance must be presented within fifteen (15) business days of the event giving rise to the grievance. Generally, the first step will be an informal discussion, but the employee or steward may leave a note for the Operations Manager (or designee). Resolutions of grievances at the first step shall not be considered precedent for the interpretation or application of this Agreement.

Step 2 The second step of the grievance procedure is that the grievance is submitted electronically in writing to the Department Director (or designee) on a designated form . An individual grievance must be signed by the employee and must state each section of the Agreement or work rule or practice of Blood Services which affects the hours, wages or working conditions of the employees that is alleged to have been violated, if any, or the reason for the grievance. The written grievance must be submitted within ten (10) calendar days of the Region's Step 1 response, or within twenty-one (21) calendar days of the event giving rise to the grievance, whichever deadline comes first. Within ten (10) calendar days after receiving the Step 2 grievance, the Department Director (or designee) will meet, in person or by telephone, with up to two (2) Union representatives to discuss it. The Region's Step 2 response is due ten (10) calendar days after the Step 2 discussion.

Step 3 If the grievance is not resolved in Step 2, the third step of the grievance procedure is that the Union submits the grievance in writing to the Region's Human Resources Director (West Henrietta) (or designee). The third step grievance must be submitted by the Union within ten (10) calendar days of its receipt of the Region's Step 2 response. Within fourteen (14) calendar days of receiving the Step 3 grievance, the Director of Human Resources (or designee) will meet, in person or by telephone, with up to four (4) Union representatives to discuss the grievance. The Region's Step 3 response is due ten (10) calendar days after the Step 3 meeting.

Step 4 If the grievance is not resolved in Step 3, either party may submit the grievance to arbitration, in accordance with Section 11.3, though it is agreed that only grievances alleging violations of this Agreement may be submitted to arbitration

11.3 Arbitration of grievances arising under this Agreement shall be initiated and conducted as follows:

- a) Notice of intent to arbitrate must be served on the other party within thirty (30) calendar days of the Union's receipt of the Region's Step 3 answer. The mediation or arbitration services of the Federal Mediation and Conciliation Service, or the New York State Labor Relations Board, may be used if the parties agree; otherwise, an arbitrator shall be selected in accordance with the voluntary labor arbitration rules of the American Arbitration Association. Members of the National Academy of Arbitrators shall be requested from FMCS, the NYSLRB or AAA.
- b) The decision of the Arbitrator shall be final and binding on all parties. The Arbitrator shall have no power to add to, subtract from, or change any of the provisions of this Agreement, nor to imply any obligation which is not specifically set forth in this Agreement. In addition, the Arbitrator shall have no power or jurisdiction to modify Blood Services' level of discipline or discharge. The Arbitrator shall either find that Blood Services' action was with just cause, in which case the action will be sustained in full or that the action was without just cause and then the employee will be made whole.
- c) The fees and expenses of the Arbitrator and the arbitration process shall be shared equally by the Union and Blood Services. Each party shall bear the expense of the preparation and presentation of its own case.
- d) In no event shall the Arbitrator award a back-pay remedy for a period greater than thirty (30) working days preceding the initiation of the grievance. The Arbitrator shall adjust all back-pay awards to account for interim earnings and unemployment benefits received.

11.4 A copy of all written responses to grievances heard at step 2 and step 3 shall be sent to the business representative handling the grievance via e-mail.

11.5 Blood Services shall pay at their straight-time hourly rates no more than two (2) bargaining unit employees (designated by the Union) for time spent in participation in steps 1, 2 and 3 of the grievance procedure.

11.6 Union representatives shall not leave their work assignments for the purpose of adjusting grievances unless expressly authorized by their immediate supervisor or the Department Director. Such authorization shall not be unreasonably withheld. If in order to adjust a grievance an employee's work schedule is changed with less than twenty-four (24) hours' notice, Blood Services shall not be subject to Section 12.2. Operational requirements, as assessed by the Department Director, shall constitute a valid and reasonable ground for withholding permission.

11.7 Any settlement between Blood Services and the Union at any stage of the grievance procedure shall be binding on Blood Services, the Union, and the aggrieved employee or employees.

11.8 Unless the grievance is raised, served in writing, referred, appealed, and submitted to arbitration within the time limit for each stage set forth in this Agreement it shall be deemed that the parties have waived the right to proceed further with the grievance and arbitration procedure and the matter shall be deemed closed. The time limits set forth in this Agreement may only be extended by the written consent of both Blood Services and the Union. Such consent will not unreasonably be denied.

11.9 It is understood that the grievance and arbitration article shall not preclude Blood Services from filing and maintaining a damage action in a court of law.

11.10 A grievance involving discharge or improper layoff may be submitted directly at Step 2 within fifteen (15) business days of written notice to the Union of the occurrence.

## **12. HOURS OF WORK**

12.1 Each employee will work the hours assigned to him and such reasonable additional hours beyond the normal workday and normal workweek as Blood Services may request from time to time. A regular full-time employee shall not be scheduled for less than 37½ hours in a payroll week. However, such an employee shall only be paid for hours actually worked unless an express provision of this Agreement requires payment for an hour not worked.

12.2 An employee who reports for a required meeting shall be offered (a) at least four (4) hours of work that day, or (b) shall receive a minimum of four (4) hours pay.

12.3 In the event a drive is cancelled or staff is rescheduled with less than 24 hours' notice, the employee shall have the option to use PTO or a floating holiday (if they have not already scheduled that PTO or FH), unless the employee can be rescheduled to

another drive in a role where their individual shift begins no more than one and a half hour earlier and ends no more than one hour later than the original scheduled return time, unless the affected employee volunteers otherwise. APS will work with individual staff reassigned with less than 24 hours' notice to accommodate personal schedules if possible.

12.4 Employees shall be paid for all time spent in the services of the Employer, including scheduled travel time from the point of clocking in (unless the employee has elected to drive directly to the site of the mobile, where they will clock in upon arrival at the mobile), or overnight drives where they shall clock out and in when directed or not traveling.

12.5 Employees who remain on site and available for assignment shall be paid any time in between their scheduled drive/shift.

12.6 In the event Blood Services determines it cannot continue all or part of its normal operations due to severe weather conditions or other emergency situations, all employees who are not reassigned and reported to work and clocked in will be paid for the greater of hours worked or four (4) hours for the day and may supplement hours with PTO or FH. Employees who do not report that day will be allowed to use a PTO or FH day or take leave without pay.

### **13. LEAVES OF ABSENCE**

13.1 A leave of absence is an excused absence from work lasting more than three days.

13.2 Employees may request leaves of absence to treat their own serious health condition, to care for a family member with a serious health condition, or to care for a newborn child or newly placed adoptive or foster child.

- a) Leaves of absence requested under this section shall be available, and will be administered, in accordance with the Family and Medical Leave Act of 1993 (FMLA) and in accordance with the policy of Blood Services. Blood Services and employees shall have the same rights and responsibilities under this Agreement that they have under FMLA.
- b) Employees covered by this Agreement shall have the same, but no greater, obligations regarding medical certification and payment of health insurance premiums as are set forth in Blood Services' policy for other hourly-paid employees at the Albany, Buffalo, Binghamton, Syracuse, or Utica location.

13.3 Blood Services will consider an employee's request for an unpaid leave of absence for education or other personal reasons, not otherwise covered by 13.2. The granting of such leave shall be at the discretion of Blood Services, but an employee's request shall not be unreasonably denied. It shall not be unreasonable to limit the duration of the leave to the duration of the education course or other reason for the leave, or to a maximum of thirty (30) days.



13.4 Except as provided in FMLA, employees shall request a leave of absence at least thirty (30) days prior to the requested commencement of the leave. The request shall be in writing and state the reason for the leave.

13.5 The seniority of an employee on a leave of absence shall not be broken, but time spent on a leave of absence shall not be counted for seniority or benefit purposes. Employees may continue health insurance coverage during a leave of absence as provided under federal law (COBRA).

13.6 At the conclusion of a leave of absence, an employee shall be reinstated to a position in the job classification last held, or a comparable position, provided the employee is still capable of performing the work. Reinstatement may be delayed when retraining is required by Blood Services or government regulations; or when an employee fails to confirm, at least two weeks prior to the expected date of return, their intent and ability to return as scheduled.

13.7 Employees who cannot reach their polling place outside their scheduled working hours will be permitted time off to vote or caucus on Election Day, with pay. The time off to vote or caucus should not exceed four (4) hours and it is not charged to available paid time off benefits. Employees should arrange their specific time off to vote or caucus in advance with their supervisor no later than one week prior to election day.

#### **14. PTO SCHEDULING**

14.1 Approved PTO may be taken in hourly increments

14.2 An employee should request approval for a scheduled absence as far in advance as possible. To be considered a scheduled absence, an employee must receive approval from AP&S at least two (2) business days in advance of publishing the final/printed schedule, except in the case of a bona fide emergency as determined by AP&S and/or Operations Managers.

14.3 Operational requirements, as assessed by the Region, shall constitute a valid ground for denying a specific request for approval of a scheduled absence.

14.4 If two or more employees request the same PTO at the same time, and Blood Services determines that not all can be scheduled off, seniority shall determine which requests are granted.

14.5 Employees covered by this Agreement shall request scheduled absences as follows:

- a) The Union designee will circulate an annual calendar as follows among bargaining unit members starting no earlier than September 15th, and will be responsible for returning to AP&S by November 1st.

- b) Each employee will be responsible for submitting their personal request into the PTO request system by November 1st. No PTO for the following calendar year will be approved before November 1st.
- c) AP&S Shall notify employees if their requests have been granted by December 1st. PTO that has not been requested through the PTO request system by an employee will not be approved by AP&S as part of this annual process. No PTO for the timeframes above will be approved until the calendar submitted to AP&S. If an employee will not have adequate PTO to take the PTO requested, the request(s) will be denied.
- d) If PTO has already been approved but hours are not sufficient, the PTO request will be pulled and the employee will be scheduled to work.

For purposes of the annual calendar selection, the employer shall allocate a minimum of four (4) PTO slots per day for Whole Blood Collection staff. Following the annual calendar selection, all remaining PTO shall be on a first come first serve basis and approved at the discretion of management. The employer shall allocate a minimum of 2 PTO slots per day for for Apheresis Collection staff. Note: After the annual calendar is distributed, Apheresis slots on Saturday/Sunday shall drop to 1 slot per day. (For example, if 2 Apheresis employees were approved for a Saturday and one leaves the company there is no requirement to open up the PTO slot)

The calendar will circulate from the most senior to the least senior employee in each department. Staff may not request more than two weeks (total time) from June 1 to Labor Day.

After the calendar is returned to AP&S, additional requests for approved absences will be treated on a “first come, first served” basis, i.e., more senior employees may not bump less senior employees.

14.6 For requests after the circulation of the calendar, requests shall be granted in the following order:

- a) paid time off days in increments of one (1) week or more; and,
- b) request for single PTO days.

PTO requests shall be granted when requested four (4) weeks prior to the beginning of the pay week in which the PTO is requested.

14.7 Full time employees shall be entitled to use up to 40 hours PTO for the week. If regularly scheduled to work a weekend, these dates must be specifically requested.

14.8 AP&S will begin to review PTO allotments at least six (6) weeks in advance of the week of finalizing the schedule. If business needs allow for an opportunity to open up additional PTO, AP&S will notify employees, and employees will have seventy-two

(72) hours to sign up for this PTO. This PTO will be granted in order of seniority. However, already pending requests will be granted first.

If the employer has the opportunity to open up additional PTO on holiday weeks, AP&S will notify employees as far in advance as practicable.

## **15. DISABILITY LEAVE**

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

## **16. BEREAVEMENT LEAVE**

When any employee's spouse or domestic partner as defined by benefits eligibility, parent, step-parent, spouse, brother, sister, child, stepchild, grandchild, grandparent, mother-in-law, or father-in-law dies and the employee attends the service, he shall be granted leave without loss of pay which shall include the day of the service and two other days consecutive to the day of the funeral, but in any case no more than three of his scheduled work days per incident. When a relative of the employee other than those listed above dies, the employee shall be granted one day of leave without loss of pay to attend the funeral if the employee is scheduled to work on such day.

## **17. MILITARY SERVICE**

17.1 Military leave without pay will be granted in accordance with state and federal law.

17.2 After completion of the probationary period, full-time regular employees may receive supplemental pay for short-term military service. Short-term military service shall be defined as a period of up to 17 work days each calendar year. Supplemental pay shall be the difference between the employee's straight-time hourly rate and the employee's military pay for each full calendar week covered by the leave of absence. This provision shall apply to summer camp and the time actually lost from work due to periodic training obligations; it shall not apply to employees who enlist, are drafted, or are called to active duty in the regular or reserved Armed Forces or National Guard.

## **18. JURY DUTY**

18.1 An employee who is required to serve on a jury, or is subpoenaed as a witness in a matter in which the employee is not a party, shall be excluded from work on the days on which the employee serves and shall be paid the difference between the amount received for jury service, or the witness fee, and the employee's regular straight-time hourly rate. To qualify for jury duty pay, the employee must comply with the remaining provisions of this Article.

18.2 Employees shall notify the on-call representative as soon as possible after receipt of a call to jury duty or subpoena.

18.3 Any employee called for jury duty who is temporarily excused from attendance at Court must report to the Department Director or his/her designee, by telephone. Such employee must report to work if so requested.

18.4 In order to be eligible for this supplemental payment, the employee must furnish a written statement from the appropriate public official showing the dates served and the amount of pay received.

## **19. MEAL REIMBURSEMENT**

Employees will be covered by Section 4.2. of the American Red Cross Staff Expense Reimbursement Policy concerning vouchered meal reimbursement on overnight collections, which reads, - Meals are reimbursed based on actual, ordinary, necessary, and reasonable expenses. The actual cost of meals, including tips and taxes, and any between meal snacks, refreshments, or other self-servings that the traveler may purchase should generally not exceed the Red Cross policy amount (currently \$45) in aggregate per day

## **20. HOLIDAY PAY**

20.1 All holidays will be designated and administered pursuant to Article 15 of the National Addendum. All floating holidays shall be scheduled in accordance with local agreement(s) and practices for the duration of this Agreement.

## **21. GROUP INSURANCE & RETIREMENT**

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

21.2 Retirement benefits shall be administered in accordance with Article 19 of the National Addendum.

**22. WAGES**

22.1 The minimum rates of pay will be as follows:

**Albany, Syracuse, Buffalo & Binghamton**

<u>Title</u>	2024	Jan-25	Jan-25	Jan-25	Jan-25
Collection Materials Coordinator (CMC)	\$18.00	\$18.36	\$18.73	\$19.10	\$19.48
Collection Technician II	\$19.25	\$19.64	\$20.03	\$20.43	\$20.84
Collection Technician III	\$20.25	\$20.66	\$21.07	\$21.49	\$21.92
Collection Specialist II – Mobile	\$22.25	\$22.70	\$23.15	\$23.61	\$24.08
Collection Specialist III	\$22.75	\$23.21	\$23.67	\$24.14	\$24.63
Collection Specialist I	\$20.50	\$20.91	\$21.33	\$21.75	\$22.19
Collection Specialist II - WB	\$20.25	\$21.16	\$21.58	\$22.01	\$22.45
Collection Specialist II – APH	\$22.50	\$23.45	\$23.92	\$24.40	\$24.89
Courier	\$17.50	\$17.85	\$18.21	\$18.57	\$18.94

Note: Jan 2025 Charge pay increases by \$.50 per  
NA

**Poughkeepsie**

<u>Title</u>	2024	Jan-25	Jan-25	Jan-25	Jan-25
Collection Technician II	\$18.75	\$19.13	\$19.51	\$19.90	\$20.30
Collection Technician III	\$20.00	\$20.40	\$20.81	\$21.22	\$21.65
Collection Specialist II - Mobile	\$23.00	\$23.96	\$24.44	\$24.93	\$25.43

Note- Jan 2025 Charge pay increases by \$.50 per NA

These start rates shall be paid in place of the DRC/Charge premiums in Appendix B of the National Addendum, and no additional hourly DRC/Charge premiums will be paid in accordance with the National Addendum. The Red Cross reserves the right to offer a higher start rate based upon their experience, training and qualifications.

22.2 Employees who become DRC trained shall receive the greater of the Collection Tech III rate or a \$1.00/hour increase on their base rate and shall move from a Collection Technician II to a Collection Technician III.

22.3 Employees who become a Collection Specialist II (Charge), from Collection Specialist I or Collection Technician III, shall receive the greater of the Collection Specialist II rate or a \$.2.00/hour increase on their base rate. If the employee steps down from the CS II position they forfeit the \$2.00 in their wage rate. Effective 1/1/2025 this amount goes to \$2.50/hour per the National Addendum.

22.4 Employees moving over from Whole Blood to Apheresis will receive the greater of the base wage rate for Collection Specialist I or their current rate plus \$1.00. The \$1 represents a Fixed Site premium for additional technologies. If the employee returns to Whole Blood they forfeit the \$1.00 in their wage rate.

If a Whole Blood Charge employee transfers to Apheresis, they shall be placed in the CS 2 title and must assume a Charge role in Apheresis within six (6) months from the date they are qualified on all Apheresis procedures (Amicus, Alyx, MCS+, Special Collections per site). If the employee chooses to not assume charge responsibilities, or management determines they are not qualified, their pay shall be reduced by \$2.00. This shall only apply to employees who have transferred to Apheresis after 4/1/24.

### **23. SCHEDULING AND ASSIGNMENTS**

23.1 Weekly work schedules for employees will be distributed at least three weeks prior to the effective date of the work schedule. It is understood that various factors may result in the schedules being changed after posting. Article 10, Section 4 of the National Addendum shall supersede this language once the Red Cross is able to implement schedules four weeks in advance.

23.2 Drive assignments will be assigned in the following order (for drives where the Employer needs the following roles):

- a) Driver. Employees who formerly held the MUA title shall receive priority assignment to the driver role.
- b) Charge
- c) OJI
- d) DRC
- e) Additional Staff

Charge, OJI, and DRC assignments will be given to the most senior qualified available employees, unless there is a need to schedule to maintain proficiency.

23.3 Employees will be permitted to switch schedules with other employees provided:

- a) Both employees are qualified to perform the work.
- b) It does not cause unscheduled overtime or add additional cost to the employer.

- c) Such authorizations must be approved by AP&S and submitted using the proper approval process.
- d) It is the responsibility of each employee to show up at the scheduled time after the switch is made.
- e) Employees will be notified of approval or disapproval within two (2) business days of the submission of the request.
- f) Switches will not be denied without good cause.
- g) Employees may switch up to 48 hours prior to scheduled day within the business week. Both switches must be within the same scheduling week. Emergency situations shall be considered on a case by case basis.
- h) All switches must comply with ARC guidelines. Overnight switches shall count as a single switch.

23.4 Holiday Assignment:

- a) Whole Blood: A sign-up schedule to work holidays will be posted in each department which will be working on the holiday. Requests shall be granted by seniority. If there are no volunteers, holidays shall be assigned in inverse seniority (wheel).
- b) Apheresis: Employees shall choose, in order of seniority, to be on either the A or B list, which shall alternate between the holidays listed below as a group (i.e. one year after ratification, B list staff will be assigned New Year's, Fourth of July and Thanksgiving). Staff will remain on the same list while they are employed with the ARC, and new employees will be assigned to whichever list is shorter. PTO cannot be requested for a holiday an employee is scheduled to work, unless there is a switch. If more staff are assigned a holiday than are needed, work assignments will be given to volunteers by seniority first from each list, and then staff will be required to work by inverse seniority (wheel). The first year's rotation shall be as follows:

<u>A List</u>	<u>B List</u>
New Year's Day	Memorial Day
Fourth of July	Labor Day
Thanksgiving	Christmas

Employees may volunteer to work additional holidays. No employee shall be forced to work the same holiday two (2) years in a row, but they may volunteer to do so.

23.5 Once per year, staff in each District will be permitted to submit or modify their geographic preferences to be entered into the automated scheduling system. Geographic

preferences cannot be guaranteed. Albany staff will choose between North and South, and Syracuse staff will choose between North and South.

Staff who request to drive themselves directly to and from the drive, must receive approval from their Team Supervisor (or if the drive is led by a Charge, the Manager) the day prior to the drive, indicate on the Ops record that they drove directly to the drive, and clock in and out when they arrive and leave from the drive.

23.6 The standard shall be that no more than two (2) trainees shall be scheduled with an OJI. In instances when there is a shortage of OJI's due to resignation, call offs, or other reasons, more than two trainees may be assigned.

23.7 A list of volunteers shall be created to staff overnight shifts. If an employee no longer wants to be on the volunteer list, they must communicate this to APS. If there are not a sufficient number of volunteers then employees shall be assigned by the normal scheduling process.

## **24. WORKERS' COMPENSATION**

Employees who suffer work-related injuries or illnesses must follow the procedures established by the American Red Cross (or the provider organization contracted for this purpose) for reporting such injuries.

## **25. DEFINITIONS**

25.1 Except when this agreement says otherwise the following definitions apply in interpreting this agreement:

- a) "Employee" means a person covered by this agreement.
- b) "Agreement" means this Agreement all appendices referred to in this Agreement and all amendments to this Agreement.
- c) "Amendment" means a change in the provisions of this Agreement made during its term by mutual consent of the parties.
- d) The definition of Employment Categories is set forth in Article 5 of the National Addendum. Notwithstanding the above, an employee's eligibility for benefits is controlled by the relevant benefits provisions in the National Addendum.
- e) "Calendar Week" shall be defined in Article 7 of the National Addendum.
- f) "Probationary Period" shall mean the period from the initial date of hire through the completion of 180 calendar days.



## **26. SAVINGS CLAUSE**

26.1 In the event that any provision of this Agreement is or becomes in conflict with any law, regulation, or order or ruling of a court or government agency, then: (a) all other provisions of this Agreement shall continue in full force and effect, and (b) the parties agree to meet and discuss the modification necessary to conform the provision in conflict to the requirements of the law, regulation, order, or ruling creating the conflict.

26.2 The provisions of Articles 8 and 9 (Seniority and Layoff, Transfer and Promotion) shall yield to the terms of any court or agency order, or stipulation of settlement, relating to equal opportunity or affirmative action.

26.3 No provision of this Agreement shall be interpreted to conflict with Blood Services Directives issued by the national American Red Cross.

## **27. COMPLETE AGREEMENT**


The parties acknowledge that during the negotiations which resulted in this Collective Bargaining Agreement, including the National Addendum, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Blood Services and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in, this Agreement, or with respect to any subject, or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**28. DURATION**

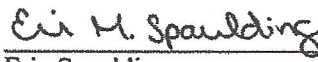
This Agreement shall become effective upon execution by all parties (as of the first full pay period after ratification by the bargaining unit) and shall continue in full force and effect until 11:59 p.m. on December 31, 2028 and shall be renewed or reopened consistent with Article 24, Section 1 of the National Addendum.

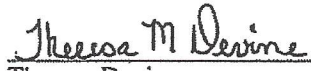
In the event the parties do negotiate for an amendment or termination of this Agreement; the Union agrees to provide Blood Services with a written notice of any intention to strike at least 10 days before any strike commences. This notice shall contain the date and time the strike shall begin, though the notice may be extended by written agreement of the parties. This requirement to provide a 10-day strike notice shall survive the expiration of this Agreement and any renewal or extension thereof.


FOR: AMERICAN RED CROSS  
BLOOD SERVICES

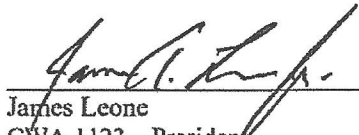
  
\_\_\_\_\_  
Jeff Champisa  
Director of Labor Relations

FOR: COMMUNICATIONS WORKERS OF AMERICA

  
\_\_\_\_\_  
Erin Spaulding  
CWA District 1 -Staff Representative

  
\_\_\_\_\_  
Theresa Devine  
CWA 1118 - Secretary

  
\_\_\_\_\_  
Lori Marranta  
CWA 1122 - Area Vice-President

  
\_\_\_\_\_  
James Leone  
CWA 1123 - President

**MEMORANDUM OF UNDERSTANDING  
SITE SUITABILITY**

Section 1. The parties have created a site suitability form. The purpose of the form is to identify and resolve issues in a timely fashion when they come up.

Section 2. When an issue with site suitability comes up, the member will fill out the form. The form will be sent to the Union, Operations Manager, and the managers of AP&S and Donor Recruitment. The Red Cross will respond to the Site Suitability Form within seven (7) business days.

Section 3. If the Union is not satisfied with the Red Cross response, the Union shall notify the ARC within at least seven (7) business days that the issue remains unresolved. At this point, the issue will be addressed at the next Labor Management Meeting.

Section 4. The Union will be provided with the site suitability guidelines that account managers utilize to approve sites, understanding that these are guidelines not rules. The Union will be notified if these guidelines change.

**MEMORANDUM OF UNDERSTANDING  
CDL CERTIFICATION**

The American Red Cross is willing to pay for the cost of CDL certification for new or existing employees, who will be required to perform all collection and VP-related tasks after training is complete. The American Red Cross will pay for CDL training for staff as needed based on business need. Where the American Red Cross has paid for the cost of training, staff will be required to sign a Promissory Note in order to obtain reimbursement for obtaining their CDL certification.

**MEMORANDUM OF UNDERSTANDING  
SYRACUSE APHERESIS HOLIDAYS**

Syracuse Apheresis: Employees shall choose, in order of seniority, to be on either the A or B list, which shall alternate between the holidays listed below as a group (i.e. one year after ratification, B list staff will be assigned New Year's, Fourth of July and Christmas). Staff will remain on the same list while they are employed with the ARC, and new employees will be assigned to whichever list is shorter. PTO cannot be requested for a holiday an employee is scheduled to work, unless there is a switch. If more staff are assigned a holiday than are needed, work assignments will be given to volunteers by seniority first from each list, and then staff will be required to work by inverse seniority (wheel).

<u>A List</u>	<u>B List</u>
New Year's Day	Memorial Day
Fourth of July	Labor Day
Christmas	Thanksgiving

Employees may volunteer to work additional holidays. No employee shall be forced to work the same holiday two (2) years in a row, but they may volunteer to do so.

**Memorandum of Understanding:  
Collections Charge Position**

The following agreement has been reached by the parties related to the Charge Position:

1. Applicants will be requested, by the region, on a voluntary basis. Selection for the assignment will be based on work history, performance evaluations, and skill sets as required for the position (See attachment A). If a selected candidate chooses not to perform the duties of this assignment, thirty (30) days' notice will be given to the District Director. The Employer will make every effort to backfill the position in a ninety (90) period.

**Memorandum of Agreement  
Eat Before**

American Red Cross Blood Services, New York-Penn Region (“Blood Services”) and Communications Workers of America, AFL-CIO (“Union”) agree upon the following with bargaining unit employees for the Albany, , Binghamton, Utica and Syracuse locations.

The Agreement between American National Red Cross and Coalition of American Red Cross Unions (AFSCME, AFT, CWA, IBEW, IUOE, OPEIU, SEIU, UAW, UFCW & USW) has a provision to provide a thirty (30) minute un-paid meal period around the midpoint of the employee’s work shift in Article 8, Section 2. Meal Periods.

Section 2. Meal Periods

- A. Each employee who is scheduled to work six (6) hours or more inclusive of (compensated) travel time shall be provided a thirty (30) minute un-paid meal period. The thirty (30) minute meal period shall be at or around the midpoint of the employees’ work shift, if practicable.
- B. The meal period may be combined with one break with supervisor approval unless prohibited by law.
- C. Additional meal time may be provided to employees if required by state law.

For the benefit of our employees, and efficiency of managing donors in a timely manner, the Blood Services and Union agree to the following:

- 1. For any drive that starts at 11:30 am or later, the meal period shall be scheduled thirty (30) minutes before the start of the blood drive.
- 2. For any blood drive that starts at 11:00 am or earlier, the language in the National Addendum shall apply.

This agreement is contingent on the sponsor allowing access to their facility for an additional thirty minutes prior to the blood drive start time to accommodate staff meals prior to the blood drive.

For Buffalo District the above “Eat Before” process shall not apply.

### **Side Letter - Background Checks**

This will confirm the side agreement between the Region and the Union concerning criminal background checks for current employees in the bargaining unit. The parties agree that the Region may conduct a one-time criminal background on each employee in the bargaining unit on whom no criminal background check was conducted at the time the employee was hired by the Region. The background check will be conducted in accordance with the standards adopted by the American National Red Cross, with violations of those standards being just cause for discharge, and such discharge not being subject to the grievance and arbitration procedures.