

**AGREEMENT**

**MAINE STATE EMPLOYEES ASSOCIATION  
SEIU, LOCAL 1989**

**AND**

**AMERICAN RED CROSS BLOOD SERVICES —  
NORTHERN NEW ENGLAND REGION (BANGOR LOCATION)**

**November 22, 2021**

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## Preamble

Whereas, the American Red Cross Blood Services, Northern New England Region, Bangor Location (hereinafter referred to as the “Region” or “Employer), a health care institution within the meaning of the National Labor Relations Act (“Act”), and the Maine State Employees Association, SEIU, Local 1989 (hereinafter referred to as “MSEA-SEIU” or “Union”), a labor organization within the meaning of the Act, recognize that it is the responsibility of the Region to provide a continuous program of vital services essential to the health, safety and welfare of the people served by the Region. The intent of this Agreement is to: assure that these services are rendered economically, efficiently and without interference or interruption in a work environment that fosters mutual respect in a professional atmosphere; provide a constructive, cooperative and harmonious relationship between the Region and the Union and provide fair and equitable rates of pay, hours of work, benefits, working conditions and other conditions of employment. To these ends, the parties mutually enter into this Agreement, which sets forth the terms and conditions of employment of employees covered by this Agreement, and provides equitable and peaceful means for the adjustment of differences with respect to the interpretation or application of this Agreement.

### Article 1 – Union Recognition and Union Security

**Section 1 - Recognition:** Pursuant to the Certification of the National Labor Relations Board of March 12, 2007, Case #1-RC-22081, the Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining of all full-time and regular part-time MUA I, MUA II, Collection Technician II, Collection Technician III, Collection Specialist I, Collection Specialist II, , and Distribution Technicians who are employed at the Employer’s facility in Bangor, Maine.

**Section 2 – 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 hired hereafter, shall become and remain Union members in good standing of the Union as a condition of employment on and after the thirtieth (30<sup>th</sup>) day following the beginning of their employment, or on and after the thirtieth (30<sup>th</sup>) day following the date of execution of this Agreement.

An employee shall be considered a member of the Union in good standing if s/he tenders the periodic dues, which are required uniformly as a condition of membership or agency fee, pursuant to applicable law.

An employee who has failed to maintain membership in good standing as required by this Article, shall, within thirty (30) calendar days following receipt of a written demand from the Union requesting his/her discharge, be discharged, if during such period the required dues or agency fee has not been tendered.

**Section 3 – Checkoff:** The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues and fees and voluntary contributions to Political Action by Service Employees and Retirees (“PASER”) 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 period of each month by the second payroll period for each month the deduction was made. Where laws require written authorization by the employee, the same is to be furnished to the Employer in the form required. No deduction will be made which is prohibited by statute. In the event that an employee is not on the payroll during the week in which the deduction is to be made or has insufficient earnings for that week, the Employer will make said deduction from the next viable pay check. (The employer has a reasonable period of time following ratification to implement).

The Employer shall remit to the Union at 65 State Street, Augusta, Maine (or electronically) all deductions of dues and agency fees made from the wages of employees, together with a list of all employees from whom dues or agency fees have been deducted. The Employer shall be relieved from making such “check-off” deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by this Agreement, or (c) lay-off from work, or (d) an agreed leave of absence or disability, or (e) revocation of the “check-off” authorization in accordance with its terms or with applicable law.

**Section 4 – Indemnification:** The Union shall indemnify, defend, and hold the Employer harmless against any and all claims, demands, suits, unfair labor practices or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Employer for the purposes of complying with this Article.

## **Article 2 – Union Representatives**

**Section 1:** The Region recognizes the right of the Union to designate a Union Committee composed of up to two (2) Stewards and up to two (2) alternates for the purpose of investigating and presenting grievances under this Agreement. The Union will furnish the Region with the name of the authorized Stewards and the alternates and shall notify the Region in writing of any changes thereto.

**Section 2:** If the Region requires the presence of a Steward during working hours, the Steward shall not lose pay as a result. Stewards shall obtain the permission of their supervisor before investigating or handling any grievances during work hours and such permission shall not be unreasonably withheld but is subject to operational needs to be determined within the sole discretion of the Employer. When the Region permits a Steward to investigate or handle grievances during work hours, the Steward shall not lose pay as a result. The Union acknowledges that only one Steward at a time shall investigate and/or handle grievances.

**Section 3:** Upon reasonable notice to and prior arrangement with the head of Human Resources or designee (but with at least twenty-four (24) hours notice), the Region will grant designated Union officers and/or business agents access to the Region's Bangor facility during working hours, within the limitations set out below, to discuss grievances or problems arising

under this Agreement with bargaining unit employees or management. Such representative(s) shall check in with the site supervisor or designee, or charge person, upon arrival. Such visits shall not interfere with any employee's work or work assignments and may not occur in any area where donors or the public are present or may reasonably overhear such conversations. Permission to meet with bargaining unit members shall not be unreasonably withheld, but is subject to operational needs in the sole discretion of the Region. When the Region permits a Steward to meet with a designated Union officer or business agent during work hours, the Steward shall not lose pay as a result. The unauthorized presence of a bargaining unit member, Union officer and/or business agent at a Region facility or operation is prohibited.

**Section 4:** No employee may engage in solicitation of any kind while either the employee who is soliciting is on working time or the employee(s) who is being solicited is on working time, or either is in a working area(s), without permission. No employee may distribute literature during working time or in working areas. Working time does not include authorized periods of off-duty times such as mealtimes or breaks. The Union specifically agrees for itself and the bargaining unit members that bargaining unit members shall not discuss Union or contractual related issues, or other work-related complaints or grievances with or in the presence of donors or sponsors.

**Section 5:** Designated Stewards may use up to two (2) vacation and/or personal days per calendar year to attend official MSEA-SEIU Steward Training. The Union will give the Employer at least one (1) month's notice as to when the training will be held and who will be attending. The Employer agrees to cooperate in arranging time off for this purpose, but operational needs determined in the sole discretion of the Program will dictate which and how many Stewards may be released.

### **Article 3 – Bulletin Board**

The Region will provide a Union bulletin board to be located at the Bangor facility at an agreed upon location that will be used exclusively for official Union notices. Notice will not contain political material or be of an offensive or inflammatory nature. The Union will restrict its postings to the Union bulletin board and will not place or post any notice at any other place on the premises of the Employer or at any working site, except in employee's mailboxes, subject to the same restrictions set forth above.

Notices may not contain statements or material that is critical of the Red Cross, Region or any of its employees. The Region may remove notices not posted in compliance with this Article.

### **Article 4 – Management Rights**

**Section 1:** Except as there is contained in this Agreement an express provision specifically limiting the rights or discretion of the Region, all rights, functions, and prerogatives of the

management of the Region formerly exercised or exercisable by the Region remain vested exclusively in the Region and may be exercised without prior notice to, or consultation with, the Union. The Region has the sole right to operate and manage the Region, to direct, control and schedule its operation and work force, and to make any and all decisions affecting the business, whether or not specifically mentioned herein and without in any way limiting the generality of the foregoing, the Region reserves to itself, subject only to the specific and express provisions of this Agreement, the Region retains the sole right to manage its business including, but not limited to:

the right to maintain the efficiency of operations; to determine the personnel, methods, procedures, means, and facilities by which operations are conducted; to require, schedule and assign overtime work; to establish and change staffing patterns, work schedules and assignments; to utilize full-time, part-time, per diem, temporary employees and volunteers in its sole discretion; to have supervisors, volunteers, and other non-bargaining unit personnel perform work normally performed by employees covered by this Agreement on a temporary basis; to determine the introduction of improved or different collection/production methods or facilities; to determine standards of quality and quantity of work to be done; to create, expand, reduce, alter, combine, transfer, assign, or cease any job, classification, department, operation, or service; to require employees to submit to "reasonable suspicion" drug and/or alcohol tests and/or post-OSHA reportable accident drug and alcohol testing, and/or driving record checks as required by the Region; the determination of medical standards; to promote, demote, suspend, discharge, discipline, transfer, layoff, and recall to work employees; to set the standards of productivity and the services to be rendered; to establish and maintain work rules governing the conduct of employees; the right to establish and enforce rules and regulations pertaining to personal conduct, attire and deportment of employees; to issue, amend and revise policies, rules, regulations, and practices; to discontinue, enlarge, reduce, transfer, relocate, subcontract or contract out any or all of the operations of the Region, in whole or in part, by sale or any other means, at any time; to interchange employees within bargaining unit jobs; to determine the methods for evaluating employees; to take whatever action is either necessary or advisable in the Region's sole discretion to determine, manage and fulfill the mission of the Region and to direct the Region's employees; and all other management rights and prerogatives subject only to the specific and express provisions of this Agreement.

**Section 2:** The Region's failure to exercise any rights, prerogative, or function hereby reserved to it, or the Region's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Region's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the specific and express provisions of this Agreement.

**Section 3:** Past practice and course of dealings shall not be a basis for altering the plain, ordinary meaning of the terms of this Agreement. No rules, customs or past practices which

limit or restrict productivity, efficiency, the individual and/or joint working efforts of employees, the amount of work which an employee may perform or, in any other way, the Region's right to manage its business, shall be permitted. With respect to subject matters not covered and/or mentioned in Section 1 of this Article or elsewhere in this Agreement, both parties agree that prior to any reduction or elimination of a right or privilege previously enjoyed, that party will provide the other party with notice and an opportunity to bargain over such action, unless such action is made to comply with law, regulation or National Red Cross directive.

**Section 4:** The Region and the Union, each having had full opportunity to discuss and bargain over the inclusion of every management right specified in this Article, agree that in any arbitration, administrative or court proceeding, the arbitrator, administrative body or judge shall give full effect and recognition to each of the management rights agreed upon herein.

**Section 5:** The Region and the Union have each had had full opportunity to make proposals, discuss and conduct bargaining with respect to any subject matter as to which the National Labor Relations Act imposes an obligation to bargain. Thus except as specifically and expressly set forth elsewhere in this Agreement, the Union expressly waives its right to require the Region to bargain collectively over any and all matters as to which the National Labor Relations Act imposes an obligation to bargain, whether or not such matters are specifically referred to in this Agreement, were discussed during the negotiation of this Agreement, or were within the contemplation or knowledge of the Union at the time of making this Agreement. This waiver includes the waiver of the right to require the Region to bargain collectively as well as the right to obtain information except in regards to enforcement of this Agreement.

**Section 6:** This Agreement, including the National Addendum, contains the entire understanding, undertaking and agreement of the Region and the Union, and is in lieu of all other contracts or understandings with respect to wages, hours, rates of pay or other conditions of employment heretofore or now existing between the parties.

**Section 7:** The Region and the Union expressly agree that during the term of any negotiations for a contract to succeed this Agreement, during the term of any extension of this Agreement during such negotiations, and during any period of expiration of this Agreement during or pending such negotiations, that this Article in its entirety shall be considered among the continuing terms and conditions of employment until such time as a succeeding Agreement is reached and ratified, and this Article shall become part of, and is hereby incorporated by reference into, the ground rules for such negotiations.

#### **Article 5 - Severability**

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

provision declared to be invalid.

### **Article 6 – Non-Discrimination**

**Section 1:** Neither the Region nor the Union will discriminate against any employee because of the employee's race, creed, color, national origin, sex, marital status, age, physical or mental disability, unless based upon a bona fide occupational qualification, union activity, status as a veteran, disabled veteran and members of the military including those serving in the National Guard or Reserves or any other category protected by law; and will not intimidate or harass on the basis of race, creed, color, national origin, sex, marital status, age, physical or mental disability, unless based upon a bona fide occupational qualification, union activity, status as a veteran, disabled veteran and members of the military including those serving in the National Guard or Reserves or any other category protected by law.

**Section 2:** Any disputes under this Article shall be subject to the grievance procedure as follows:

- a. Employees alleging discrimination in violation of Section 1 above, as a claim or part of a claim in a grievance shall elect to pursue that grievance exclusively through either the grievance and arbitration procedures in this Agreement or through the procedures available through the Maine Human Rights Commission, the Equal Employment Opportunity Commission, and the courts;
- b. The employee will make the exclusive decision in writing after the Step 2 decision is received but before appeal to arbitration;
- c. The arbitrator shall have the authority to grant any remedy afforded by federal or state discrimination laws in addition to any other remedy afforded under this Agreement in accordance with AAA Rules.

### **Article 7 – Definition of Employees**

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

**Section 1:** Per diem employees shall be defined as those employees who are not regular full time, regular part-time nor temporary employees, and who are available to work for the Region indefinitely on an "as-needed" basis. Per diem employees are not part of the bargaining unit. Per diem employees are intended to supplement and not replace regular staff, and therefore the parties agree that any regular employees on layoff status will, by rotation in order of seniority, be eligible for any available per diem hours before resort to per diem staff. [The parties shall



execute an MOA, maintaining per diem employees as currently utilized]

**Section 2:** Probationary employees are "regular" employees within the meaning of Sections 1 and 2 above but who have not yet completed their six (6) month probationary period for either a new hire or a transfer into a bargaining unit position. If deemed necessary, the Employer may extend the probationary period for a reasonable time up to a maximum of forty-five (45) days. Unless otherwise specified in individual articles of this Agreement, probationary employees are not entitled to any of the benefits of this Agreement. However, upon satisfactory completion of the probationary period, the probationary employee will become a regular employee, at which time any accruals that would have been earned by that employee during the probationary period (limited to sick, vacation and personal) will be retroactively credited to him or her, and seniority will be credited to date of hire. During the probationary period, the Region may discipline or discharge a probationary employee for any reason in the sole discretion of the Region and such action shall not be subject to the grievance and arbitration provisions of this Agreement.

### **Article 8 - Seniority**

**Section 1:** Layoffs will be by job classification. In the event of a layoff, employees will be selected by inverse order of length of service with the Bangor facility, last in first out (LIFO). Recalls from layoff will be based on recalling the most senior person on layoff in the job classification based on length of service with the Bangor facility. A more senior employee that is identified for layoff will be eligible to displace a less senior employee in any job classification provided such employee is fully qualified.

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

- a. Resignation or discharge;
- b. Retirement;
- c. Layoff for a period of one (1) year;
- d. Failure to return to work upon the expiration of any leave of absence;
- e. If the employee is absent for two (2) consecutive days and does not call out on any of those days, unless satisfactory reason for failure to call is given; or
- f. Failure to notify the Region within five (5) calendar days after a recall notice is delivered, or failure to report for work within fourteen (14) days of such notice. Notice of recall shall be sent by certified mail, hand delivery or overnight courier. It is the employee's responsibility to notify the Region promptly of any change in address;

**Section 3:** The term "seniority" when used in this Agreement means length of continuous service in the bargaining unit, except that for employees hired before January 31, 2008, "seniority" means the employee's length of continuous service with the Bangor facility from the employee's most recent date of hire.

**Section 4:** The Employer shall furnish the Union with an up-to-date Seniority List twice a year. The Employer will also furnish the names of all new hires, transfers, promotions and

terminations monthly.

**Section 5:**

- a. Any bargaining unit employee who is permanently transferred to any position with the Region outside the bargaining unit shall retain all accumulated seniority up to the date of transfer, but shall not accumulate additional seniority. Employees who are temporarily (fewer than ninety (90) days without mutual agreement of the parties) transferred to such positions shall continue to accumulate seniority;
- b. In the event any employee covered in (a) above is returned by the Region within the first ninety (90) days to the bargaining unit, such employee shall be returned to his/her former position, if available. If not available, said employee may select from available vacancies within the classification or be put on a preferential hire list for the desired position;
- c. Employees promoted to non-bargaining unit positions will have up to thirty (30) days to voluntarily return to their previously held position, if available. If not available, said employee may select from available vacancies within the classification or be put on a preferential hire list for the desired position.

**Section 6:** The Region will post notice of vacancies of all bargaining unit positions for seven (7) calendar days. The Region will consider written requests submitted by the end of the posting period and will fill the vacancies (both bargaining unit and non-bargaining unit) based on its determination of which candidate is the best qualified candidate after considering the skill, ability and experience of all applicants. Where qualifications and ability are equal, seniority will be the governing factor in the final selection. Unless waived by the Director of Human Resources or his/her designee, to be eligible to apply for any posted position, transfer or promotion, an employee must not have received a written warning or more serious disciplinary action, or have been on any level of discipline for attendance, within the twelve (12) months prior to the posting, and must have been in his/her current position for at least six (6) months. This section is subject to the grievance language of this Agreement, but shall not be subject to arbitration.

**Section 7:** The Region will notify employees in writing of opportunities for training on duties which will qualify an employee for a position in a higher grade

**Section 8:** In the event employees are involuntarily terminated due to a reduction in force the parties shall meet and negotiate in good faith regarding severance eligibility and benefits.

**Article 9 – Grievance and Arbitration**

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

**Section 1:** No employee will be disciplined by the Region without just cause, except that a probationary employee may be disciplined or terminated in the sole discretion of the Region without recourse under this Agreement by either the employee or the Union. Discipline will be documented with a copy to the employee. The employer shall issue discipline within fifteen (15) calendar days of the occurrence giving rise to the discipline. The parties agree that suspensions and terminations may be grieved beginning at Step 2. While the parties agree that generally the principles of progressive discipline will be followed, the parties also acknowledge that the Region may commence discipline at any stage of the progressive discipline process depending on the nature and severity of the offense. The parties also acknowledge and agree that serious acts of misconduct shall constitute just cause for termination; such acts include, but are not limited to, falsification of a record, theft, insubordination, assault, possession or use of drugs or alcohol or reporting to work under their influence, negligence that causes a serious accident while on duty, failure to report a vehicular accident that causes property damage or personal injury, willful destruction or damage to Region, sponsor or donor's property, and a serious violation of a regulatory or safety rule or applicable policies and procedures.

**Section 2:** 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 a specific and express provision(s) of this Agreement (excepting the Preamble to this Agreement, which the parties agree is a non-grievable and non-arbitrable statement of the intent and good will of the parties).

The grievance shall be submitted on a form approved by the Region; it shall state the specific article(s) alleged to have been violated (generic language on a grievance form such as "all relevant articles" shall be considered insufficient and is grounds for dismissal of the grievance), contain a brief description of the facts underlying the grievance, and specify the remedy sought by the grievant.

Before resort to the formal grievance procedure as outlined below, the grievant and/or steward must attempt to informally settle the grievance with his/her supervisor (for a grievance brought by the Employer, the informal settlement attempt shall be made with the business agent). Any grievance which arises during the term of this Agreement which cannot be adjusted informally shall be subject to settlement as follows:

**Section 3:**

Step 1: The alleged grievance must be presented by the aggrieved employee and/or Steward in writing to the Site Manager (or his/her designee), with a copy to the Union, within fifteen (15) calendar days after the aggrieved employee or the Union knew or had reason to know of the facts underlying the alleged contract violation. The Site Manager or designee shall render a decision in writing within fifteen (15) calendar days.

Step 2: If no satisfactory settlement is reached at Step 1, a true and accurate copy of the original grievance form, and copies of the prior response, must be presented within ten (10) calendar days after the decision of the Site Manager to the applicable Director of

Human Resources (or his/her designee). The Director of Human Resources or designee shall consult with or have a meeting with the business agent, as appropriate, and render a decision in writing within ten (10) calendar days.

**Arbitration:** If the grievance is not satisfactorily settled at Step 2, and the matter is one that is subject to arbitration, the Union may refer it to arbitration within thirty (30) calendar days after the receipt of the decision at Step 2 (or by expiration of the response time) with written notice to the other party by certified mail. The party seeking arbitration shall request the American Arbitration Association (hereinafter called the "AAA") to submit a panel in accordance with their then-applicable rules. The parties may mutually agree upon an arbitrator in lieu of proceeding to AAA, or to an alternative agency such as the Labor Relations Connection. Any grievance for which arbitration is not requested within the referenced time limits, shall be waived and ineligible for submission to arbitration thereafter. No individual employee shall have the right to invoke the arbitration procedure with regard to any grievance.

**Section 4:** The administration fees of the AAA and the fees and expenses of the Arbitrator shall be shared equally by the Employer and the Union. However, each party shall bear its own costs as to all other matters (including, but not necessarily limited to, its own expert witnesses, court reports, stenographic records, etc.). 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; a grievance will be deemed denied if not answered within the appropriate time frame stated above. The parties may, by mutual written agreement, extend any of the time frames contained herein.

**Section 5:** The grievance and arbitration procedure of this Agreement shall be the sole and exclusive means available for resolving claims of employees or the Union arising under this Agreement.

**Section 6:** The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the specific provisions of this Agreement. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, or to establish or alter any wage rate or wage structure, or to interpret any Federal or State statute or local ordinance when the compliance or noncompliance therewith shall be involved in the consideration of the grievance. The arbitrator shall have no authority to award punitive or exemplary damages. The arbitrator shall have no authority to award monetary relief for any time period earlier than forty-five (45) calendar days before presentation of the grievance in Step 1. The arbitrator shall have authority to award relief only as to individuals who have filed or are clearly identified by name in the written grievance as interested parties directly affected by the contract violation alleged in the grievance.

**Section 7:** The arbitrator shall be bound by the facts and evidence submitted to him or her and may not go beyond the terms of this Agreement in rendering his/her decision. The arbitrator shall be bound by the issues submitted to him or her by the parties. The written award of the arbitrator on the merits of any grievance adjudicated within his/her jurisdiction and authority

shall be final and binding on the aggrieved employee, the Union and the Region, subject to judicial confirmation or vacation.

**Section 8:** The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Region and the Union.

**Section 9:** The Region may file a grievance against the Union for violation of any applicable section of this Agreement (being Articles 1, 2, 3, 4, 5, 6, 10 and 11), beginning at Step 2, by mailing by certified mail to the Business Agent assigned to the bargaining unit within ten (10) calendar days after the Region knew or had reason to know of the facts underlying the alleged contract violation. The Business Agent shall respond in writing within ten (10) calendar days of receiving the grievance. If said grievance is not satisfactorily adjusted by the Business Agent, the Region may file for arbitration under Section 3 above. The Region in its discretion may exercise its rights under this Section to file a grievance, or to administer discipline (if applicable), but not both.

**Section 10:** Any incident which occurred or failed to occur prior to the ratification date of this Agreement shall not be subject to the grievance-arbitration provisions of this Agreement.

#### **Article 10 – No Strike/No Lockout**

**Section 1:** In consideration of the Region's commitments as set forth in this Agreement, the Union, its officers, agents, representatives, stewards, committeemen and members, and all other employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sympathy strike, slowdown, work stoppage, picketing, hand-billing, boycotting (whether primary or secondary), public disparaging of the American Red Cross, or any other economic action of whatsoever nature, or any interference with or interruption of work at any of the Region's operations during the term of this Agreement or any extension thereof, nor shall any employee refuse to cross a picket line of any union for any reason.

The union and its members further agree that during the term of this Agreement or any extension thereof, they will not engage in any boycott of the Program, or do consumer hand-billing, leafletting and/or picketing at any Red Cross location, any sponsor location, or at any donor group or sponsor who has scheduled a blood drive(s) with the Red Cross. The union and its members further agree that during the term of this Agreement, or during any period of extension thereof, they will not encourage any other person or entity to refuse to donate to the Red Cross and/or sponsor a blood drive, including but not limited to via conversations, letters, e-mails and/or telephone calls to donors (or potential donors) or sponsors (or potential sponsors).

**Section 2:** The failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for immediate discipline, including discharge, at the sole discretion of the Region. The failure or refusal by a Union officer, agent, representative, steward or committee member to comply with the provisions of Section 1 of this Article constitutes leading and instigating a violation of said Section 1, it being specifically agreed that the Union officers, agents, representatives, stewards and committee members, if employed by the Region, by

accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 1 of this Article by reporting to work and performing work as scheduled and/or required by the Region.

**Section 3:** In consideration of the Union's commitment as set forth in Section 1 of this Article, the Region shall not lock out employees during the term of this Agreement or any extension thereof.

**Section 4:** In the event of an alleged violation of Section 1 of this Article by the Union or violation of Section 3 of this Article by the Region, arising out of a matter not subject to resolution pursuant to the grievance and arbitration procedures set forth in Article 9 of this Agreement, the Region or the Union, respectively, may institute expedited arbitration proceedings regarding such alleged violation of Section 1 or Section 3, respectively, by delivering written or telegraphic notice thereof to the Union or to the Region and to the American Arbitration Association.

Immediately upon receipt of such written or facsimile notices, the American Arbitration Association shall appoint an arbitrator to hear the matter. The arbitrator shall determine the time and place of the hearing, give telephonic notice thereof, and hold the hearing within twenty-four (24) hours after his or her appointment.

The Region and the Union shall share the fee and other expenses of the arbitrator in connection with this expedited arbitration proceeding equally.

The failure of either party or any witnesses to attend the hearing, as scheduled and noticed by the arbitrator, shall not delay the hearing, and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness were present.

If the arbitrator finds that a violation of Section 1 or Section 3 of this Article is occurring or has occurred, he or she shall issue a cease and desist order with respect to such violation.

The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on the Region and the Union and enforceable in a court of competent jurisdiction.

**Section 5:** In the event of an alleged violation of Section 1 or Section 3 of this Article to which Section 4 of this Article is applicable, the Region or the Union, respectively, may immediately apply to the United States District Court for the District of Maine or any other court of competent jurisdiction for injunctive relief, including a temporary restraining order, prohibiting the continuation of such an alleged violation pending submission of the matter to arbitration and the issuance and enforcement of the arbitrator's order.

**Section 6:**

(a) In addition to any other remedy set forth in this Article, the Region, or Union, without

submitting the issue of damages to arbitration, may institute, in any court of competent jurisdiction, an action against the other party for damages suffered as a result of conduct by the other party which constitutes a violation of this Article. The remedies set forth in this Article are not exclusive, and the Region or Union may pursue whatever other remedies are available at law or equity.

**(b)**The Region agrees to waive its rights to collect damages against the Union in the event of a strike or other work slowdown, concerted refusal to report to work, or work interruption, only if the following conditions are met:

Upon notice from the Region that a work stoppage in violation of the Agreement is occurring, a Union representative shall within one (1) hour or as soon as reasonably possible, go to the site of the work stoppage or contact participants by telephone, to advise participants that the work stoppage is unauthorized, in violation of the current labor agreement, and that participants are to return to work.

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

**Section 7:** The Union acknowledges for itself and its members that the Region's Bangor location is a "health care institution" within the meaning of the National Labor Relations Act ("Act") and that Section 8(g) of the Act applies to the Union. As a supplement to Section 8(g) of the Act, but not in place thereof, the parties independently agree that in the event the parties negotiate for an amendment or termination of this Agreement pursuant to this Agreement's "Duration" clause, the Union agrees to provide the Region with a written notice with any intention to picket and/or strike at least ten (10) days before any picketing and/or strike commences. This notice shall contain the date, time and location(s) the picketing and/or strike shall begin. The requirements and acknowledgements in this Section 7 shall survive the expiration of this Agreement and any renewal or extension thereof, and are hereby specifically incorporated by reference into the ground rules for any negotiations of an amendment or termination of this Agreement, whether or not specifically mentioned in said ground rules.

## **Article 11 – Health & Safety**

The Region will make good faith efforts to ensure compliance with applicable health and safety laws regarding employees. The Union and employees agree to support any program(s) required to meet the health and safety needs of employees and donors.

All employees are required to observe all safety rules and practices of the Region, as they may be changed from time to time by the Region or by operation of law, including but not limited to, those required by OSHA, FDA, National Red Cross, and Divisional and Regional SOPs, BSDs, BSLs and Regional policies and procedures. Employees are also responsible for identifying potentially unsafe conditions and reporting them promptly to the supervisor.

### **Article 12 – Rest and Meal Periods**

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

### **Article 13 – Hours and Work Schedule**

**Section 1:** Article 10 of the National Addendum outlines scheduling provisions.

**Section 2:** It is the intent of both parties that in the event of a cancellation of a drive, the impacted employee(s) shall, when reasonably possible, be scheduled to work a replacement drive at similar scheduled hours. The Red Cross shall make its best effort to notify employees of cancelled drives as soon as possible. If the cancellation is within twenty-four (24) hours of the drive's start time, employees will be rescheduled as above, or if no work is available, will be paid for their scheduled hours at straight time, which hours shall not count as hours worked for the purposes of calculating overtime. Employees working on their day off as an extra shift will be given the option to go home without pay and not be charged leave time in the event a drive is cancelled and other work is available.

**Section 3:** Subject to operational and staffing needs (including mix of staff), unscheduled shifts will be posted and filled by qualified employees by seniority. In the event that the Region must force employees to work additional shifts or overtime, it will be done on a rotating basis in reverse order of seniority from those employees qualified to perform the work (subject to operational and staffing needs including mix).

**Section 4:** The Region will make reasonable good faith efforts in scheduling to accommodate employees' preferences with respect to geography, start times, days of the week and specific drives, subject to operational and staffing needs including mix.

**Section 5:** Employees may be required to work their regularly scheduled number of shifts during a holiday week. The Region will first seek volunteers to work the holiday, and if there still are insufficient employees to work the holiday, the Region will proceed under Section 3 above. Other time off requests during a holiday week will be handled in the usual manner for making such requests, subject to operational needs.

**Section 6:** If an employee is subpoenaed to go to court and provides documentation within



three (3) days of receipt of that subpoena, no attendance occurrence will be incurred and they will not be forced to use PTO.

**Section 7:** Employees shall 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.

#### **Article 14 – Benefit Programs**

**Section 1:** Health insurance and related benefits shall be administered in accordance with Article 19 and 20 of the National Addendum. Employees will no longer be eligible to participate in the Employer sponsored Health and Welfare plans (i.e. Medical, Dental, Vision, Life Insurance (including Supplemental Life), Disability (both Short- and Long-Term), Wellness Incentive and Health Care Flexible Spending Account plans. Retirement benefits shall be administered in accordance with Article 21 of the National Addendum.

##### **A. Employee Assistance Program**

Regular full-time and regular part-time employees are eligible for the Employer's Employee Assistance Program ("EAP") on the same terms and conditions, and for so long as, the same are offered to the Employer's hourly non-bargaining unit personnel in Maine.

**B. Section 2:** The parties agree that any dispute concerning eligibility for or payment of benefits under any of the Plans listed above, or any issue relating to the administration of said Plan(s), shall be resolved in accordance with the terms of the Plan(s) and is not subject to the grievance and arbitration provisions of this Agreement.

#### **Article 15 – Paid Time Off Benefits**

All employees will be covered by the PTO provisions outlined in Article 16 of the National Addendum. Employees will continue to schedule time off in accordance with local agreement(s), practices and the provisions outlined below for the duration of this Agreement.]

- a. Employees must schedule vacation time with their supervisor, to be taken at a mutually agreeable time. The parties recognize that vacations for bargaining unit members need to be coordinated with RN vacation weeks, and that there are limits to how many bargaining unit members can be off at any one time; the Region will endeavor to distribute vacation time equitably;

- b. Vacation time must be taken in no less than one (1) hour increments;

**A. Holiday:**

All employees will be covered by the Holiday provisions outlined in Article 15 of the National Addendum.

**B. Bereavement:**

Regular full-time and regular part-time employees are eligible for the Region's bereavement benefit on the same terms and conditions, and for so long as, the same are offered to the Employer's hourly non-bargaining unit personnel in Maine.

The Region's general policy as of the execution date of this Agreement, subject to the foregoing, is that regular full and part-time employees are eligible for up to one (1) calendar week of leave with pay in the case of a death in the employee's immediate family. "Immediate family" for purposes of this section is: spouse, spousal equivalent, child, parent, foster parent, foster child, parent-in-law, grandparent, grandchild, sibling, stepchild, stepparent and stepsibling. The employee must notify his/her supervisor immediately upon learning of the need for the leave. An employee desiring any other time off for purposes of bereavement or sympathy must utilize accrued vacation or personal time.

**C. Jury Duty:**

Regular full-time and regular part-time employees are eligible for the Region's jury duty benefit on the same terms and conditions, and for so long as, the same are offered to the Employer's hourly non-bargaining unit personnel in Maine.

The Region's general policy as of the execution date of this Agreement, subject to the foregoing, is that regular full and part-time employees will receive regular pay from the Region for the duration of jury duty service. Upon receipt of payment from the government, the employee will keep the check and provide the Employer with a photocopy of the check. This amount will be deducted from the next paycheck. The employee must provide a copy of the jury duty summons to his/her supervisor.

**D. Military Leave:**

Regular full-time and regular part-time employees are eligible for the Region's military leave benefit on the same terms and conditions, and for so long as, the same are offered to the Employer's hourly non-bargaining unit personnel in Maine.

The Region's general policy as of the execution date of this Agreement, subject to the foregoing, is that employees may use vacation time to fulfill a military obligation, in which case the employee also is paid by the government. If the employee elects not to use vacation time, the Region will pay any shortfall between government pay and the employee's base pay, up to a

maximum of two (2) weeks. This election must be made prior to the leave. The employee must provide a copy of the orders to his/her supervisor.

**E. Small Necessities Leave/Maine Family Sick Leave Law:**

Regular full-time and regular part-time employees are eligible for the Region's small necessities leave/Maine Family Sick Leave benefit on the same terms and conditions, and for so long as, the same are offered to the Employer's hourly non-bargaining unit personnel in Maine.

The Region's general policy as of the execution date of this Agreement, subject to the foregoing, is that an employee who has worked at least twelve (12) months and at least 1,250 hours in the preceding twelve (12) months, is eligible to take Small Necessities Leave intermittently up to a maximum of twenty-four (24) hours/year, for the purposes of attending educational functions with their children, and for accompanying elderly parents, children and spouses to necessary medical, dental and other professional appointments. At least seven (7) days notice must be given if the need for the leave is reasonably foreseeable, and employees may be required to provide certification of the need. Personal or vacation time must be used for this leave, leave without pay can only be used when personal or vacation time is exhausted. In this case, leave without pay will be considered an approved leave and will not be counted as an occurrence under the Attendance Work Rule.

**Article 16 – Leaves of Absences**

Regular full-time and regular part-time employees are eligible for the Region's FMLA and personal leave of absence benefits on the same terms and conditions, and for so long as, the same are offered to the Region's hourly non-bargaining unit personnel in Maine. Such benefits may be changed from time to time in the Region's sole discretion, but in the event the Region determines to make any significant change in such benefits, the Region will provide the Union with and opportunity to bargain over the impact of any such change.

The Region's general FMLA policy as of the execution date of this Agreement, subject to the foregoing, is attached as Attachment A.

**Article 17 – External Complaint Procedure**

In the event of an external complaint that warrants investigation and/or discipline regarding a bargaining unit member received by the Region, within fourteen (14) calendar days of receipt of the complaint, a supervisor shall inform the bargaining unit member of the substance of the complaint and solicit his/her response and version of events. Within the following fourteen (14) calendar days, the Region will conduct whatever further investigation is necessary and inform the bargaining unit member of the outcome of the investigation. The parties understand and agree that the above time-frames may be expanded on a case-by-case basis depending on the

availability of witnesses, employees and the complainant, but the goal remains resolution within one (1) month of receiving an external complaint.

**Article 18 – Expense Reimbursement**

**Section 1:** Employees engaged in official business travel are eligible for reimbursement by the Program under the Program’s Expense Reimbursement Policy applicable to the Region’s non-bargaining unit employees, as said Policy may be changed from time to time in the Region’s sole discretion. Official business travel shall be reimbursed at the level equal to the maximum IRS mileage rate. Should any changes occur in the prevailing IRS rate during the term of this Agreement, they shall become effective on the date that coincides with the IRS date of change. Vouchers, with itemized receipts for any reimbursable expenses under the Policy, must be submitted semi-monthly.

**Section 2:** Employees will be entitled to a per-diem meal allowance on overnights, which includes Breakfast, Lunch and Dinner, in accordance with established guidelines. On the first day of overnight travel, employees shall be entitled to the Lunch and Dinner allowance; on a travel-only day, an employee is eligible only for the Dinner allowance.

**Article 19 - Compensation**

1. A. Wage Rates. Employees shall be paid based on the wage rates listed below when employed in the following classifications: These rates to be increased in accordance with the National Addendum.

| New Employee Minimum Pay Rates | Effective 11/22/2021 |
|--------------------------------|----------------------|
| Collection Tech II             | \$16.49              |
| Collection Tech III            | \$17.07              |
| Collection Spec II             | \$17.50              |

These minimum and maximum hourly rates will remain the same and unchanged throughout each year of this Agreement as reflected in the chart above. The Region may hire new employees above the minimum, but if it does it agrees that it will not hire a new employee at a wage rate higher than that paid to a current employee in the same job classification with equal relevant applicable experience, education and certification, as determined in the sole discretion

of the Region.

2. **Differentials:**

A. **Evening Differential:** Employees will be paid the evening differential outlined in Appendix B of the National Addendum.

B. **Weekend Differential:** Employees will be paid a weekend differential as outlined in Appendix B of the National Addendum.

C. **Night Differential:** Employees will be paid a night differential as outlined in Appendix B of the National Addendum.

D. **Sunday Differential Premium:** Hours worked on a Sunday shall be paid the premium rate outlined in Appendix B of the National Addendum.

E. **No Pyramiding:** There shall be no pyramiding of differentials-per Article 14.3 of the National Addendum.-

4. **Other Pay Provisions:**

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

B. **Storm Day Pay:** If the CEO of the Region, or his/her designee, declares a weather emergency for a particular location, employees who are required by the Region to work are expected to do so whenever possible. Employees who report to work when requested by the Region during a weather emergency shall be paid at one and one-half (1- 1/2) times the employee's regular rate of pay.

C. **Double Shift Bonus:** An employee will be eligible for a \$25.00 bonus if he/she works his/her scheduled shift, and then at least four (4) hours into another consecutive shift to which the employee was assigned by management.

**D. Timekeeping:** Employees are required to keep track of their work hours using the then-applicable Regional system for timekeeping, as it may change from time to time. Employees will be paid only for time actually worked, not estimated time. Falsification of timekeeping reports or attendance records, and failure to report time using the e-time system when available, will result in disciplinary action up to and including termination.

**E. Paycheck Shortage:** If an employee's paycheck is short, the Region will make a good faith effort to include the shortage amount in the paycheck for the following pay period.

### **Article 20 – Labor-Management Committee**

The parties will establish a joint Labor/Management Committee to provide a problem-solving setting to deal with day-to-day problems or concerns regarding the workplace or other matters assigned to the Committee with the approval of the Region and MSEA-SEIU.

Generally there will be a total of between two (2) and three (3) representatives appointed each by MSEA-SEIU and the Region, including at least one labor representative from each job classification (CS and MUA generally). The Committee will be co-chaired by labor and management. The chairs will agree on an agenda before each meeting.

Meetings will be held periodically, although either chair may call special meetings with the concurrence of the other chair. Generally, there should be at least four (4) meetings each year. The meetings shall not exceed two (2) hours in duration and will be held prior to the start of operations on mobile units and the donor center. The Region will pay members for their time spent in such meetings; however, attendance at these meetings does not reduce the time that an employee must work at his/her scheduled assignment that day. Any action taken by the Committee will be by mutual agreement.

The Labor/Management Committee has no authority to add to, delete from, or modify this Agreement. The parties agree that this Committee is not a substitute for communication and the informal resolution of issues between a bargaining unit member and his/her supervisor.

### **Article 21 – Professional Development**

#### **Section 1 - Internal Staff Meetings/Seminars/Training:**

When meetings, seminars or training are provided by the Region for staff and attendance is required, employees will be paid for expenses and all hours spent at the meeting/seminar/training, including travel time if the location is other than the donor center.

#### **Section 2 – Tuition Assistance:**

The Region will provide reimbursement for tuition and mandatory course-related fees to employees on the following terms and conditions as they may change from time to time in the sole discretion of the Region.

**Article 22 - Duration/Termination**

This Agreement shall take effect on November 22, 2021 and shall remain in full force until , and shall be renewed or reopened consistent with Article 25, Section 1 of the National Addendum.-

MAIN STATE EMPLOYEES  
ASSOCIATION, SEIU, LOCAL 1989



4/21/2022  
Timothy McGuire  
MSEA SEIU1989

AMERICAN RED CROSS BLOOD  
SERVICES-NORTHERN NEW  
ENGLAND REGION  
(BANGOR LOCATION)



4/22/22  
JEFF CHAMPION - Dir. Labor Relations