AMERICAN RED CROSS
Southern California
(Blood Services Region)

And

Service Employees International Union
Local No. 221

COLLECTIVE BARGAINING AGREEMENT

October 1, 2018 Through September 30, 2021
AGREEMENT

ARTICLE 1
INTRODUCTION

1.1 This Agreement is made and entered into on (Date), by and between the American Red Cross, Southern California (hereinafter referred to as "Employer" or "Region") and Service Employees International Union Local No. 221 (hereinafter referred to as "Union" or "SEIU").

ARTICLE 2
RECOGNITION

2.1 Pursuant to the Certification of Representative in Case 21-RC-137265 issued by the National Labor Relations Board, the Employer recognizes the Union as the exclusive collective bargaining representative for the purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for the following described employees:

All full-time and regular part-time Collection Specialist I, Collection Specialist II, Collection Technician II, and Collection Technician III employed by the Employer at its facility located at 4229 Ponderosa Avenue, Suite C, San Diego, California.

In the event the bargaining unit as a whole is relocated to another location in San Diego County or Imperial County, California, this agreement in its entirety will remain in full force and effect.

2.2 The Employer will notify the Union of hiring an individual at less than twenty (20) hours.

ARTICLE 3
NATIONAL ADDENDUM

3.1 The parties acknowledge that if provisions of this Agreement conflict with or are inconsistent with specific provisions of the National Addendum, the specific provisions of the National Addendum shall supersede the provisions of this Agreement.

3.2 The National Addendum covers, but it is not limited to: holidays, paid time off (PTO), healthcare, flexible spending accounts and the American Red Cross Savings Plan 401(k).
ARTICLE 4
CHECKOFF

4.1 All employees who have become members of the Union, or have applied for membership in the Union, shall maintain membership herein as a condition of continued employment.

4.2 It shall be a condition of employment that all employees covered by this Agreement who are not members of the Union in good standing, shall in lieu thereof, remit to the Union an amount equal to, but not greater than, the Union's monthly dues, by the thirty-first (31st) day after the effective date of this Agreement.

4.3 It shall be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, on the thirty-first (31st) day following their beginning such employment, become and remain members in good standing in the Union, or in lieu thereof, shall remit to the Union an amount of money equal to, but no greater than the monthly service charge, which shall not be greater than the Union's monthly dues. Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Union, as a condition of employment; except that such unit member shall pay, in lieu of the service charge, sums equal to the service charge to a non-religious, non-labor organization, charitable fund exempt from taxation under section 501(c)(3) to Title 26 of the Internal Revenue Code.

4.4 Membership in good standing shall consist of payment of monthly dues regularly required by the Union as a condition acquiring and retaining membership.

4.5 The employer shall deduct the monthly dues and remit those dues to the union 28 days after they are deducted. When the Employer remits dues to the Union, it shall provide a list of employees who have paid dues including hourly rates. The Union shall be responsible for keeping a record of those employees who have not paid dues.

4.6 The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the requirements of this Article.

4.7 On the first work day of every month, the Employer shall transmit to the Union a current list of all bargaining unit employees, including their name, cell phone number, home address, email, shift information, payroll dues, deduction status, date of hire, job title/classification, date of entry into current classification, worksite location and DOB, to the Union via electronic means, to the extent that such information is available.
The Employer will also send the names of employees who have resigned, are on layoff status, who have been terminated or who are on leave

ARTICLE 5
MANAGEMENT RIGHTS

5.1 Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Employer, including, but not limited to the rights: to reprimand, suspend, discharge, or otherwise discipline an employee; to determine the number of employees to be employed; to utilize part-time, and temporary employees and volunteers; to hire employees, determine their qualifications and assign and direct their work; to assign on a temporary basis bargaining unit employees to non-bargaining unit positions; to promote, demote, transfer and layoff employees; to set the standards of productivity and the services to be rendered; to determine an employee's ability to perform assigned work in a satisfactory manner to maintain the efficiency of operations; to determine the personnel, methods, procedures, means and facilities by which operations are conducted; to set the starting and quitting time, the number of hours and shifts to be worked and the workweek; to require, schedule and assign overtime work; to establish and change work schedules and assignments; to close down or relocate the Employer's operations or any part thereof, to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; to require employees to submit to drug and/or alcohol tests and/or criminal background checks and/or driving record checks as requested by the Employer; to establish new job classifications and to determine job content; to change the job content of job classifications; to change the job titles; to control and regulate the use of machinery, facilities, equipment and other property of the Employer; to introduce new or improved testing, maintenance methods, procedures, materials, machinery and equipment; to issue, amend and revise policies, rules, regulations and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer to provide a safe and adequate and to direct the Employer's employees. The Employer's failure to exercise any right, prerogative or function hereby reserved to it, or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

5.2 No rules, customs, past practices or agreements, other than those expressly contained herein, shall limit or restrict the Employer's right to determine the staffing requirements for work to be performed within the scope of this Agreement or the exercise of any other management right. No rules, customs or past practices shall 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 Employer's right to manage its business shall be permitted.
5.3 In recognition of the Employer's need for operational flexibility, volunteers and supervisors may perform bargaining unit work as provided in the National Addendum. Other non-bargaining unit employees also may perform work normally performed by employees covered by this Agreement.

ARTICLE 6
NO STRIKES-NO LOCKOUTS

6.1 In consideration of the Employer's commitment as set forth in Section 6.5 of this Article, the Union, its officers, agents, representatives, and the Employer's bargaining unit employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, slowdown, work stoppage, picketing, interruption of work, "sick out," "call out," or any other interference with operations.

6.2 The failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for immediate discipline, up to and including discharge.

6.3 In any arbitration proceeding contesting discipline imposed on an employee under this Article, the arbitrator's jurisdiction shall be limited to determining whether any conduct prohibited in Section 6.1 occurred and whether the employee(s) whose discipline is the subject of arbitration in any manner engaged in conduct prohibited by Section 6.1. If the arbitrator finds that the employee(s) in any manner engaged in conduct prohibited by Section 6.1, the arbitrator shall deny the grievance(s) giving rise to the arbitration and shall have no authority to modify or alter the discipline imposed by the Employer.

6.4 In consideration of the Union's commitment as set forth in Section 6.1 of this Article, the Employer shall not lock out employees during the term of this Agreement.

6.6 In the event of an alleged violation of Section 6.1 or Section 6.5 of this Article to which Section 6.6 of this Article is applicable, the Employer or the Union, respectively, may immediately apply to any 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. The Employer or the Union shall be entitled to raise all defenses and objections to entry of injunctive relief in any such court action.

6.8 The parties agree that Section 8(g) of the National Labor Relations Act applies and that the union will comply with the 10-day notice provisions contained therein before engaging in strike, picketing, or other concerted refusal to work and agree that this survives the expiration of this Agreement.
ARTICLE 7
GRIEVANCE AND ARBITRATION

7.1 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.

7.2 Definition. A grievance shall be an allegation by the employee or Union that the Employer has violated an express provision of this Agreement and which is not covered by the National Addendum.

7.3 Procedure. The following procedure shall be followed for resolution of grievances:

All grievances must be presented in writing within fourteen (14) calendar days from the day of the alleged violation. The written grievance must state the date, time and place of the alleged violation, the section of the contract alleged to have been violated, a description of the violation, and a description of the relief sought. If all required elements are not reasonably able to be stated at the time of the written grievance is filed, then such missing elements may be added prior to the Step 2 meeting. Termination of employment grievances will begin at Step 2.

Step 1: (Oral) Any employee believing that he has a grievance shall discuss the matter directly with his supervisor in an attempt to adjust the grievance. If the grievance is not satisfactorily adjusted, it must be reduced to writing within the above stated ten (10) calendar days to be moved to step 2.

Step 2: (Written) Written grievances must be signed by the grievant(s) and delivered to the employee's supervisor or his/her designated representative. No grievance is valid unless it is presented in writing within ten (10) calendar days from the date of the alleged violation. Within ten (10) calendar days of being presented a grievance, the employee's supervisor, or his/her designated representative, will meet with the employee and Union Representative to discuss the grievance. The employee's supervisor, or his designated representative, will answer the grievance in writing, within ten (10) calendar days from the date of the meeting.

If both parties agree, the grievance may be submitted to grievance mediation through the FMCS. If that process does not produce a satisfactory adjustment, the Union may then pursue arbitration with the request being submitted within seven (7) calendar days of the completion of the grievance mediation session.

7.4 Arbitration. If the grievant is not satisfied with the written response received in Step 2, the Union may proceed to arbitration by notifying the employer within thirty (30) calendar days of receipt of the Step 2 response and shall simultaneously submit a request to the Federal Mediation and Conciliation Services for a regional panel of seven (7)
arbitrators. Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne one-half by the Employer and one-half by the grievant. The parties shall select a single arbitrator by taking turns at striking names from the panel so provided. The party striking first will be determined by the flip of a coin or other agreed upon method of chance. The individual's name that is not stricken shall serve as arbitrator.

Timelines:

a. The arbitrator must be selected within seven (7) days of the receipt of the panel.
b. The arbitration date must be selected within thirty (30) days.
c. The transcript (if obtained) must be submitted to the parties within ten (10) calendar days of the close of the hearing.
d. Briefs must be submitted by the parties' representatives within twenty-one (21) days after receiving the transcripts.
e. The arbitrator must issue a decision within thirty (30) days of the submission of the briefs.

If the Employer fails to meet any of these timelines, the period of potential monetary liability provided below will be extended by the number of days of delay caused by the Employer.

The decision of the Arbitrator shall be final and binding upon the parties hereto. The Arbitrator shall not have authority to alter or modify the terms and conditions of the labor contract. The Arbitrator shall have no authority to order monetary relief prior to the last pay period for which the employee has been paid before filing the grievance or for the period one hundred twenty (120) days following the date of the alleged grievance.

7.5 Time Limits. Failure of the Union to pursue a grievance or arbitration within time limits set forth in this Article shall constitute a waiver of position and bar further processing thereof and the Arbitrator cannot rule otherwise. Failure of the Region to respond appropriately under this article shall automatically advance the grievance to the next step. The parties may mutually agree in writing to waive the time lines contained within the grievance procedure, apart from those time lines associated with arbitration.
ARTICLE 8
SENIORITY

8.1 Seniority is defined as the length of unbroken service since the most recent date of hire in the bargaining unit.

8.2 Seniority of an employee shall be broken or terminated when they:
   a. Quit.
   b. Retire.
   c. Are discharged.
   d. Are discharged due to an absence from work for a period of three (3) consecutive working days without notifying the Employer in the manner directed by the Employer, unless due to circumstances beyond employee's control.
   e. Do not return in accordance with a notice of recall within five (5) calendar days of receipt or delivery to the last known e-mail or street address of the employee with proof of delivery and to be available to return to work within ten (10) calendar days after sending such notice.
   f. Have been on layoff for a period of more than six (6) months.
   g. Have performed no work for the Employer for a period of six (6) months.
   h. Accept employment with the Employer outside the bargaining unit and do not return to the bargaining unit within six (6) months.

8.3 Termination of seniority as used in this Agreement shall mean termination of employment for purposes of this Agreement.

8.4 Employees hired shall be on probation for one hundred and eighty (180) calendar days from the date of hire. During this period, the probationary employee acquires no seniority status. Those who serve beyond the probationary period will have seniority from the last date of hire. During the probationary period, the Employer may, at its sole discretion discipline, suspend for just cause OR terminate probationary employees for any reason, Probationary employees will be given as much notice as is possible of their dismissal during probation.

8.5 Tie Breaker Seniority. When two or more employees have the same original date of hire into the bargaining unit, seniority shall be determined as follows: first, based on length of service with Employer; then, if necessary, the date and time the employee submitted their application to the Employer.
ARTICLE 9
DISCIPLINE AND DISCHARGE

9.1 The Employer shall not demote, discipline, suspend or terminate the employment of any employee without just cause.

9.2 The Employer may use progressive discipline in considering whether an employee should be disciplined or terminated. This may include verbal warning, written warning, last and final warning with or without suspension or termination.

9.3 The Employer shall notify the Union by letter, telephone, or email of all suspension and discharges within four (4) working days of the same and the reasons therefore. When notice is by telephone, it shall be confirmed by letter or by email as soon thereafter as is reasonable.

ARTICLE 10
PERFORMANCE EVALUATIONS

10.1 A written performance evaluation shall be presented to each employee according to the Employer's regular performance management program schedule. The employee shall acknowledge reading the performance evaluation by signing the actual copy to be filed with the understanding that such signature merely signifies that the performance evaluation has been read and does not necessarily indicate agreement with its contents. A copy of the performance evaluation shall be given to the employee upon signing. The employee may, at his/her option, indicate any disagreement on the form itself or attach comments regarding such disagreement to the form.

ARTICLE 11
PERSONNEL FILE

11.1 Employees shall have the opportunity to review their personnel file. This review will be scheduled with Human Resources. Signed information of a positive nature received by the Employer pertaining to the performance of An Employee shall be placed in the Employee's personnel file upon the Employee's request. The Employee shall be advised of any such material received. If an employee disagrees with statements in the employee's file, the employee may submit a written response and have that response included in his/her file.

11.2 Disciplinary Actions will not be considered for subsequent discipline after twelve (12) months from the date of the disciplinary action. This twelve (12) month limitation shall not apply if an employee could have been suspended or terminated, but received other discipline instead.
ARTICLE 12
LAYOFF AND RECALL

12.1 For purposes of layoff and recall, seniority is defined as the length of unbroken service since the most recent date of hire or rehire in the bargaining unit.

12.2 Prior to the occurrence of a layoff, the Employer, shall provide written notice to the Union including the number of employees to be laid off, their classification seniority, and the date the employees are to be laid off. If requested by the Union, the Employer will bargain with the Union over the effects of the decision to lay off bargaining unit employees. The parties agree that failure to reach agreement on any proposed will not prevent the Employer from proceeding with a layoff within the provisions of this Agreement.

12.3 An eligible Employee shall be afforded the option to apply for transfer into an open position in the bargaining unit. The Employer shall first open the vacant position internally and interview qualified applicants. If none of those applicants are hired, the vacant position will then be opened to outside applicants.

12.4 Layoff and recall shall be done on the basis of job classification seniority, if qualifications to perform the work are relatively equal, as determined by the Employer. In the event of a layoff, employees shall have the option of accepting layoff or exercising bargaining unit seniority. Such option shall be made in writing by the employee within 72 hours of notice of layoff. In the event of a layoff, no regular full-time employee shall be laid off unless all regular part-time employees have first been laid off, and no regular part-time employee shall be laid off unless all temporary employees have first been laid off. In the event of a recall following a layoff, regular full-time employees shall be recalled first, regular part-time employees shall then be recalled, and finally, temporary employees shall be recalled. Employees on layoff shall be responsible for informing the Employer of any changes in mailing address and phone number. The Employer will instruct the employee that acceptance of recall shall be made in writing by the employee within five (5) business days of notice of recall.

ARTICLE 13
STEWARDS

13.1 The Union may designate up to one (1) per ten (10) bargaining unit employees.

13.2 The authority of the steward shall be limited to and shall not exceed the following duties and activities:

a. To investigate and adjust grievances, provided that this occurs during non-working time (breaks; before/after shift) of the steward and the
employee(s) with whom the steward discusses the grievance. The steward may discuss grievance issues with the Employer during work time with the Employer's approval.

b. The steward may perform other steward or union-related activities only during non-working time (breaks; before/after shift) and may not interfere with others who are working or who are supposed to be working.

c. If an exigent circumstance exists requiring the Employer to meet with a bargaining unit employee who is entitled to and has invoked the right to Weingarten representation, but a steward is not reasonably available, the Employee may designate another member of the bargaining unit for representation purposes. If a bargaining unit member is entitled to and invokes the right to Weingarten representation, the steward's time spent in the meeting will be treated as hours worked, if the meeting is scheduled during a time the steward was scheduled to work. If the meeting is scheduled outside of a time the steward was scheduled to work, the time shall be off the clock.

d. A steward’s participation in any other bargaining unit representation matters, such as an arbitration hearing, shall be off the clock and no mileage paid.

ARTICLE 14
LEAVES OF ABSENCE

14:1 Military Leave – Employees who leave their employment to serve in the military shall be entitled to all the rights and privileges conferred by applicable law.

14:2 Short Term Union leave for no more than fourteen (14) calendar days for the bargaining unit may be granted for a calendar year. During a year when collective bargaining occurs employee time at the bargaining table shall not be counted as part of the fourteen (14) days. One (1) employee on a case by case basis as requested by the Union and agreed by the Employer may be on leave at one time. A request for leave shall be submitted in writing at least thirty (30) calendar days' in advance. If the request is made with fewer than thirty (30) calendar days' notice, the Employer shall have the option whether to grant the request.

14:3 Family and Medical Leave - Eligible employees shall receive Family and or Medical Leave benefits in compliance with State, Federal and Local laws. Such leave will be applied concurrently, as permitted by law.

An employee serving on jury duty will be paid his or her salary at the regular rate of pay (not including overtime or special forms of compensation such as incentives,
commissions, shift differentials, or bonuses) for up to ten (10) days of jury duty unless otherwise required by applicable law. Time serving on a jury is not charged against accumulated paid time off benefits. Employees do not have to remit jury duty pay to the Red Cross.

14.4 Bereavement Leave - An Employee who has completed the probationary period shall be entitled to a leave of absence at the Employee’s regular straight-time rate of pay for a maximum of three (3) regular scheduled working days lost to make arrangements for or to attend the funeral in case of a death in the immediate family. An additional two (2) days with pay shall be granted, where the funeral is 400 miles from home. For the purposes of this provision, “immediate family” shall mean, husband, wife, father, mother, stepfather, stepmother, sister, brother, grandparent, grandparent-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepchild, or grandchild or minor child who has lived in the home for at least six (6) months at the time of death and domestic partner if certification of domestic partnership has been filed.

14.5 Return from Leave - An Employee returning from any leave status shall be returned to the Employee’s former salary step, classification, and assignment, IF legally required.

14.6 Accrued Rights - Authorized leave of absence for any purpose shall not affect previously accumulated rights and benefits. The accrual of all benefits ceases when an Employee is on a leave of absence without pay.

ARTICLE 15
HOLIDAY WORK ASSIGNMENTS

15.1 Work Assigned on Holidays: The Employer shall select those employees who have the skills and experience required to work on a Holiday. Those selected shall be offered the opportunity to work on the Holiday by seniority. Should an insufficient number of those selected employees volunteer, the Employer will require the least senior selected employee(s) to work on the Holiday.
ARTICLE 16
PAID TIME OFF

16.1 Requesting time off is the responsibility of the Employee. Approval and scheduling of time off are the responsibility of the Employer. Requests to use PTO will be granted, provided that arrangements can be made to cover for an employee's absence and the absence does not disrupt the work of the department. Management reserves the right to recall an employee from PTO in the case of a natural disaster.

16.2 Requests to use unscheduled PTO should be made as far in advance as possible and a minimum of 48 hours notice is required (except in the case of illness or emergency).

16.3 When an Employee must be absent from work unexpectedly (examples include illness or emergency), the Employee is required to follow American Red Cross Collections Call-in Procedures. The Employee is required to call by 6:00 a.m. or at least one hour before his/her scheduled workday begins, whichever is earlier, unless the emergency prevents them from calling in. The Employee must submit a PTO leave request during the first work day the employee returns following an unexpected absence.

16.4 Conflicts in requested PTO shall be resolved by seniority within a particular job classification. The quarterly PTO schedule will be posted by the employer the first week of March, June, September, and December to allow for at least 21 days' notice for Employees to reserve any requested PTO. All employees shall have the opportunity to select their PTO on the basis of their seniority. The Employer will provide a quarterly posting of the standby list. Position on the standby list should be first come, first served. If two employees sign up on the same day, seniority shall be used as a determining factor.

ARTICLE 17
WAGES

17.1 The American Red Cross may hire at or above the following minimum starting rates:

Relief in a Higher Classification

a. Any Employee who relieves an employee in a higher classification for one (1) hour or more during any work assignment will be paid at the step in the higher classification which is at least five (5) percent more than the employee's current rate. Employees will only be asked to perform such
work if the Employee is duly qualified according to job descriptions for that job.

b. If an employee reports to work and there is no work available the employee will be paid one-half of the scheduled shift hours.

c. No money shall be owed in cases of acts of nature which prohibit the employee from working.

17.2 Upon ratification, all employees in the bargaining unit shall receive a two percent (2%) wage increase.

17.3 All other premiums and differentials listed in the National Addendum shall also apply to the bargaining unit.

ARTICLE 18
BULLETIN BOARDS

18.1 The Employer will provide one (1) bulletin board to be used exclusively for the posting of Union announcements and notices limited to the following:

(a) Notices of Union recreational and social affairs;

(b) Notices of Union elections, the results thereof, and appointments;

(c) Notices of Union meetings and the minutes and resolutions pertaining thereto.

(d) Notices pertaining to employee benefits; and

(e) Notices pertaining to other official Union matters, including campaign materials for internal Union elections.

18.2 All such notices must be presented to the Human Resources Advisor or his designated representative prior to posting. Notices other than those listed above may be posted by mutual consent of the parties.
ARTICLE 19
NEW JOB CLASSIFICATIONS AND JOB DESCRIPTIONS

19.1 If the Employer establishes a new job classification, or substantially modifies the responsibilities of a current position, and such changes or modifications have an impact on the rates of compensation which should be paid or workload, such impact shall be negotiated with the Union during the term of this Agreement.

19.2 The Employer shall notify the Union in writing within thirty (30) calendar days of the establishment of any new job classification or substantial changes to an existing job classification. If the Union is not satisfied with the rate of pay established by the Employer or changes to an existing job classification, it shall have the right within fourteen (14) calendar days after such notice, to file a written grievance alleging that the rate of pay for said classification does not bear a fair relationship to the regular straight-time rates of pay for other job classifications covered by this Agreement.

19.3 Job descriptions and changes therein which the Employer may make for all classifications will be submitted to the Union upon their request. These job descriptions shall have no contractual significance and shall not in any way limit the Employer in the assignment of duties to such employees, nor in changing the job titles of employees.

ARTICLE 20
ACCESS TO FACILITIES

20.1 An authorized representative of the Union may be permitted to enter facilities owned or managed by the Employer during working hours in order to transact business in connection with administration of the Agreement on the following conditions:

(a) That the identity of such representative has been previously provided to the Employer by the union in writing;

(b) That such representative provide reasonable advance notice to the Employer prior to entering the facility;

(c) That the subject business of such representative be transacted during an employee’s non-working time and in a manner so as not to interfere with the work of any employee;

(d) That such access not may not interfere with donors or patients; and

(e) That such access is with the Employer’s prior permission.
ARTICLE 21
LABOR MANAGEMENT COMMITTEE

21.1 Management representatives shall meet not less frequently than quarterly with a committee of not more than three (3) members appointed by the Union to discuss matters of mutual concern, other than matters about which grievances have been filed. Such meetings may take place during the non-working time of the Union representatives without pay. However, if scheduled, by management during working time representatives appointed by the Union shall be paid for their attendance. Under no circumstances shall the Union representatives receive overtime pay for attendance at such a meeting. Since many matters not covered by this contract may be discussed, disagreements arising out of such meetings are not subject to arbitration unless otherwise provided in other provisions of this Agreement.

ARTICLE 22
HEALTH AND SAFETY

22.1 The Employer shall make every reasonable effort in selecting operational sites to insure that rest rooms, hot running water, drinking water, proper lighting and ventilation are provided. Each Employee shall have access to a complete procedure manual updated on a continuing basis. Medical history guidelines will be provided to each collection site. The Employer shall provide the Employees with an area for personal belongings.

22.2 The Employee shall follow American Red Cross Safety and Security Policies for reporting any safety and health problems, including, but not limited to room temperature, inadequate ventilation unsafe Red Cross vehicles and hazardous working conditions in general.

22.3 Catastrophic Events

For the purpose of this section, a "catastrophic event" is an extraordinary event:

1) such as a major health outbreak (for example, a pandemic flu outbreak); an act of terrorism resulting in significant disruption of civil life (for example, the Oklahoma City bombing or attacks on September 11, 2001); a failure of a critical infrastructure (for example, a nuclear power plant disaster, a dam failure, transportation infrastructure failure or a massive disruption of utility services such as water, power or sewage); or a natural disaster such as an earthquake, volcano eruption, hurricane, tornado, flood, fire, or blizzard that 2) results in the Employer not being able to meet the demand for its services because employees are unable to timely report for or complete their scheduled work assignments or because of an increased demand for services.

A) If a catastrophic event occurs, then any provision of this collective
bargaining agreement that limits or restricts the performance of bargaining unit work by nonbargaining unit employees is suspended until the catastrophic event has ended and employees are able to timely report for and complete their scheduled work assignments.

B) Pandemic Flu. - In the event of a pandemic flu outbreak, the Employer may, for the duration of the outbreak, implement rules directed at maintaining the safety of employees, donors, and customers. Such rules may include the required wearing of personal protective equipment including, but not limited to, face masks.

ARTICLE 23
SEPARABILITY AND SAVINGS CLAUSE

23.1 Separability and Savings Clause: The Employer and Union agree that if a court of competent jurisdiction or applicable Local, State, or Federal laws compel the invalidation or modification of any provision of this Agreement, such provision shall be deemed inoperative, if found invalid, or modified to the extent required by law or a court of competent jurisdiction. With respect to a part of this Agreement being declared invalid, it is the express intent of the parties that all of the provisions of the Agreement that are not declared invalid shall remain in full force and effect.

ARTICLE 24
SUBCONTRACTING

24.1 Work normally performed by registered nurses shall be performed by non-unit members only in cases of emergencies, short-term substitutions, or when work is subcontracted in accordance with this section. Work shall not be subcontracted without fourteen- (14) days' notice to the Union. If the Employer intends to subcontract, they shall negotiate with the Union regarding the impact on regular Employees. Subcontracted registered nurses will not be used if there are bargaining unit registered nurses in an unassigned status. Where reasonably possible such Employees shall be integrated into the overall workforce.

ARTICLE 25
OVERTIME

25.1 Opportunities to work additional days or holidays that result in overtime shall be offered to employees in order of highest seniority to lowest seniority.
ARTICLE 26
TERM OF AGREEMENT

24.1 This agreement shall be in full force and effect from October 1, 2018 expiring September 30, 2021 and shall continue in full force and effect from year to year thereafter unless written notice of the desire to change, amend or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Dated this 12 day of October 2018.

AMERICAN RED CROSS
SOUTHERN CALIFORNIA (BLOOD SERVICES REGION)

__________________________
Anthony Holbrook
Director, Labor Relations

11/4/19

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL NO. 221

__________________________
Joanna Stewart, Organizer

11/8/19