

October 1, 2018 – September 30, 2021

## American Red Cross and Coalition of American Red Cross Unions



AGREEMENT BETWEEN  
AMERICAN NATIONAL RED CROSS  
AND  
COALITION OF AMERICAN RED CROSS UNIONS  
(AFSCME, AFT, CWA, IBT, IUOE, SEIU, UAW, UFCW & USW)

This Agreement is entered into on July 31, 2015, between AMERICAN NATIONAL RED CROSS (hereafter referred to as "ARC" or "American Red Cross" or "Red Cross") and the COALITION OF AMERICAN RED CROSS UNIONS consisting of AFSCME (AFSCME Council 31, Local 2691, AFSCME Local 1199 DC NUHHCE, AFSCME Local 3652 NUHHCE, AFSCME Local 3145, AFSCME Local 3931); AFT (AFT – Local 5103 HPAE, AFT - Oregon Nurses Association Local 5905); CWA (CWA National on behalf of CWA Local 1118, CWA Local 1122, CWA Local 1123, CWA Local 13000, CWA Local 13500, CWA Local 2201, CWA Local 2100); International Union of Operating Engineers Local 542, SEIU (SEIU Healthcare Michigan, SEIU Local 1199 UHE-Massachusetts, SEIU Local 1199 WKO, SEIU Local 1989, SEIU Local 521, SEIU Local 721, SEIU Local 221); IBT (Teamsters Local 170, Teamsters Local 223, Teamsters Local 243, Teamsters Local 25, Teamsters District Council 2, Local 388M, Teamsters Local 337, Teamsters Local 340, Teamsters Local 391, Teamsters Local 414, Teamsters Local 507, Teamsters Local 523, Teamsters Local 542, Teamsters Local 554, Teamsters Local 570, Teamsters Local 63, Teamsters Local 682, Teamsters Local 71, Teamsters Local 728, Teamsters Local 760, Teamsters Local 795, Teamsters Local 839, Teamsters Local 929); UAW (UAW Local 2322 & UAW Local 771); UFCW (UFCW Local 75 & UFCW Local 1059) & USW (Steelworkers Local 254 & Steelworkers Local 9287) (hereinafter collectively referred to as the "Coalition" or individually as "Union" or "Local Unions (s)").

\* The Local numbers listed above are subject to change.

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## NATIONAL ADDENDUM – AMERICAN RED CROSS

### PREAMBLE

The parties hereto enter into this collective bargaining agreement for the purpose of maintaining harmonious labor conditions and establishing methods for a fair and peaceful resolution of disputes that may arise between the parties. The parties recognize and agree that a harmonious relationship depends on mutual respect and a shared commitment to the public good by ensuring that blood products are collected and processed in a safe manner, through a healthy and safe work environment and by having qualified staff. All parties hereto pledge to cooperate with each other in good faith in the enforcement of the terms and conditions of this National Addendum (hereafter "National Addendum" or "National Agreement" or "National Tentative Agreement" ("NTA")).

### ARTICLE 1. PARTIES TO THE AGREEMENT

#### Section 1. Employer Covered

The Employer signatory to this National Agreement/Addendum and associated Local Agreements, addenda and/or riders is the American National Red Cross. The American National Red Cross is a single national non-profit corporation and a federally chartered instrumentality of the United States, able to conduct its business and affairs, and otherwise hold itself out, as the 'American Red Cross' in any jurisdiction. The chapters or other local or regional offices of the corporation are local units of the corporation, for which the corporation prescribes all policies and regulations, and which are not legal entities separate from the corporation. As such, the American National Red Cross has the authority to negotiate and execute contracts on behalf of any such chapters or regional offices.

#### Section 2. Unions, Operations and Employees Covered

A. The "Union" consists of any "Local Union" which may become a party to this National Addendum and any Supplemental Agreement as hereinafter set forth. Such Local Unions are hereinafter collectively referred to as "Local Unions." In addition to such Local Unions, the Coalition of American Red Cross Unions ("Coalition") representing Local Unions affiliated with the American Federation of State, County and Municipal Employees (AFSCME), American Federation of Teachers (AFT), Communications Workers of America (CWA), International Brotherhood of Teamsters (IBT), International Union of Operating Engineers (IUOE), Service Employees International Union (SEIU), United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), United Food and Commercial Workers (UFCW), and the

United Steelworkers (USW), is also a party to this Agreement and the agreements supplemental hereto.

- B. The Employer recognizes each Local Union (and CWA National on behalf of its Local Unions) as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and other terms and conditions of employment for its own respective bargaining unit employees in certified or recognized units referenced in Appendix A hereto.
- C. A list of all the Local Unions covered by this National Addendum is described in Appendix A to the National Addendum, which will be updated by the parties by mutual written agreement as additional operations or employees become covered by this National Addendum.

### ARTICLE 2. SCOPE OF THE AGREEMENT

The National Addendum covers specific terms and conditions of employment negotiated by the parties, and is intended to supplement Local Agreements. The National Addendum shall supersede and replace any conflicting or inconsistent terms and conditions of Local Agreements identified prior to the ratification of both the National Addendum and Local Agreement. Any post-ratification disputes regarding errors and/or omissions will be handled through the National Grievance process.

### ARTICLE 3. ME TOO PROVISIONS

All "Me-Too" provisions in any Local Agreements, side letters, riders, supplements, etc., which have incorporated the terms and conditions of this National Addendum shall be considered null and void from the effective date of this Agreement. Such provisions may include, but are not limited to the areas of pension, holidays, health insurance, and paid time off (PTO).

### ARTICLE 4. EQUAL OPPORTUNITY EMPLOYER

The Employer and the Union agree not to discriminate against any individual with respect to any term or condition of employment nor limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of such individual's race, color, religion, sex, national origin, disability, veterans status, sexual preference or orientation, gender identity, genetic information (consistent with the Genetic Information Nondiscrimination Act (GINA)), age, and any other legally protected group or class. Nothing in this National Addendum shall be interpreted to deny any employee his/her ability to raise statutory discrimination claims through applicable court or administrative proceedings.

### ARTICLE 5. EMPLOYMENT CATEGORIES

#### Section 1.

- A. The Red Cross shall standardize all bargaining unit job classifications within the first one hundred eighty days (180) days from the effective date of this Agreement. Prior to implementation, the Red Cross shall serve notice to the Coalition in accordance with Article 22, and bargain any changes to the extent required by law.
- B. Prior to implementing or posting any new job classifications or positions, the Red Cross shall provide the Coalition with notice in accordance with Article 22.

#### Section 2. Employees shall fall into the following four categories:

- A. Regular Full-Time: American Red Cross employees who are normally scheduled to work 40 or more hours in a work week (or 80 hours in a two week period) and are not a temporary employee. This includes those employees who are regularly scheduled to work 35 or more hours per week and are members of bargaining units where this was considered to be full time employment at the time of the ratification of this National Addendum.
- B. Regular Part-Time: American Red Cross employees who are normally scheduled to work less than 40 hours in a work week (or less than 80 hours in a two week period) and are not a temporary employee. This includes those employees who work less than 35 hours where full-time is considered as 35 or more hours per week. This category also includes employees who work on an as-needed basis without a defined schedule. Hours worked by employees without defined work schedules will be reviewed every six months for prolonged periods of inactivity.
- C. Temporary Full-Time: American Red Cross employees who are hired and normally scheduled to work 40 or more hours in a work week (or 80 hours in a two week period) to supplement the workforce on a temporary basis. Employment assignments are limited up to six months. Once a temporary American Red Cross employee exceeds 180 calendar days of employment, he/she will automatically become a member of the bargaining unit.
- D. Temporary Part-Time: American Red Cross employees who are hired and normally scheduled to work less than 40 hours in a work week (or less than 80 hours in a two week period) to supplement the workforce on a temporary basis. This category also includes employees who are

hired to temporarily supplement the workforce and work on an as-needed basis without a defined schedule. Employment assignments are limited up to six months. Once a temporary American Red Cross employee exceeds 180 days of employment, he/she will automatically become a member of the bargaining unit.

#### Section 3. Medical Benefit Eligibility by Employment Classification

- A. Regular Full-Time: eligible for full-time medical benefits when they work 30 or more hours per week
- B. Regular Part-Time: eligible for part-time medical benefits when they work from 20-29 hours per week. Any part-time employees who work fewer than 20 hours/week are not eligible for benefits (medical and otherwise)
- C. Temporary Full-Time: not eligible for medical benefits
- D. Temporary Part-Time: not eligible for medical benefits

### ARTICLE 6. LABOR MANAGEMENT PARTNERSHIP

Section 1. The continuing viability and sustainability of the Red Cross is critical to donors, contributors, the public, employees and the entire Red Cross family. This sustainability is advanced through a true partnership between labor and management. Collaboration empowers all stakeholders. As such, the parties establish this Red Cross Labor Management Partnership (hereinafter “LMP”) to effectuate a lasting and effective labor management partnership.

#### Section 2. Key objectives of the LMP shall be to:

- A. Assist in achieving and maintaining industry leading performance and competitiveness;
- B. Make Red Cross an employer of choice in every location;
- C. Expand the number of Red Cross donors and sponsors;
- D. Provide Red Cross employees with employment and income security;
- E. Obtain employee feedback; and,
- F. Maintain a collaborative labor management environment.

#### Section 3. Process and Structure of LMP

- A. The parties will maintain a Senior Partnership Committee (SPC) consisting of an equal number of (but not less than five (5) each) Red Cross executive level staff and Union Coalition leadership. Red Cross' Biomedical President, COO and Vice-President of Collections will be members of the SPC. The parties shall designate their respective co-chairs. The SPC will meet as often as necessary, at least once per quarter, to discuss strategic issues of the Partnership and implement, review and oversee initiatives at all levels.

The powers of the SPC do not supersede the legally mandated obligations of the parties such as the duty to bargain over mandatory subjects, the duty of the unions of the Coalition to represent the interests of their members as well as Red Cross' management rights. In that regard, the parties recognize that the SPC and the partnership process is not a forum to negotiate mandatory subjects of bargaining or make changes to the collective bargaining agreement.

- B. LMP Access to Information  
The parties will cooperate and share information with each other. If appropriate, the Union may be required to execute a nondisclosure agreement. Any provided documentation will be at no cost to the Unions of the Coalition.
- C. Consultants  
The parties may jointly request the assistance of the Federal Mediation and Conciliation Service (FMCS) to assist the Partnership formation and implementation process and to continue with such assistance until such time as the majority of SPC members agree that these services are no longer required.
- D. Partnerships at Other Organizational Levels  
The SPC may create joint partnership subcommittees to engage in the implementation of joint partnership action plans and initiatives. All joint committees created by the SPC will consist of an equal number of members from the respective Union(s) and Red Cross.
- E. Existing Labor-Management Cooperation Arrangements  
Existing arrangements shall be permitted to continue and where possible be enhanced by SPC partnering efforts.

### Section 4. Support and Tools for Partnership

Red Cross agrees to provide the following to the unions in order to enable them to engage in the work of furthering the LMP:

- A. Access to Premises – The union's leaders and staff shall not be unreasonably denied the access to Red Cross facilities.
- B. Orientation – When new employees are hired, they shall be given an orientation packet provided by the Union, and all new employees shall be introduced to Union leadership at the worksite during that orientation. Union leadership shall be given the opportunity to address new hires during this orientation for a reasonable amount of time to be determined by the parties at the local level; and the Employer shall provide a private office or conference room to hold the meeting, if available.
- C. Unit Membership Lists – On the first workday of every month, the Employer shall transmit to the respective Local 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, rate of pay, hours worked, date of entry into current job classification, worksite location and DOB to the union via electronic means, to the extent such information is available.
- D. Upon thirty (30) days written notice from the Union, the Employer will provide up to one (1) additional payroll deduction slot to be used by the Unions of the Coalition for partnership support from bargaining unit members or for other designated purposes. Red Cross shall remit said support to the Coalition on a monthly basis with transmittal summaries.

### Section 5. Employer Neutrality and Majority Verification Procedure

- A. Red Cross and each Union of the Coalition recognize that it is important: for employees to have a voice at work; to acknowledge and respect the fundamental rights of workers to decide whether to be represented by a Union and engage in collective bargaining in an environment free of intimidation, threats or coercion; and to acknowledge and respect the role of Unions in representing the interests of employees who have chosen to designate the Union as their exclusive representatives for purposes of collective negotiations. The parties believe that collective bargaining is a vehicle that provides respect to workers; and, understand that voice, collaboration, and partnership are consistent with the mission of the American Red



Cross. Further, the Parties recognize that non-union employees within Red Cross have the right to express their desire to be represented by a Union and that the Unions of the Coalition desire to represent these employees.

- B. The Employer shall remain neutral regarding the question of Union representation of any of its unorganized non-managerial, non-supervisory and non-confidential employees. The Parties agree that the question of whether employees should or should not be represented by the Union is an individual decision which employees should answer free of intimidation, threats or coercion from anyone. The Employer agrees that it shall direct its officers, managers, supervisors and agents that they shall not comment or communicate, directly or indirectly, to the contrary. Likewise, the Employer shall not provide assistance to any individual or group who may wish to pursue an anti-union campaign nor shall the Employer engage or otherwise employ a consultant or agent whose charge is to design and/or implement a campaign to dissuade employees from selecting the Union as their collective bargaining representative. For purposes of this Section, the Parties also understand that the employees in the subject bargaining unit shall not be considered “agents” of either party absent proof of agency in connection to the specific conduct at issue.
- C. The Parties shall not threaten, intimidate, discriminate against, retaliate against, or take any adverse action against any employee based on his or her decision to support or oppose Union representation.
- D. The Parties shall issue a mutually agreed-upon Employer statement to be provided to employees who have questions about this Section. This statement shall be distributed in every reasonable manner possible, including, but not limited to: posting on bulletin boards, distribution through the Employer’s internal mail system, and distribution through the Employer’s e-mail system.
- E. When a Coalition Union seeks to organize non-represented Red Cross employees under this Article, the Coalition shall provide Red Cross with a written Notification of Interest, which shall state the job classifications and location of the employees that the Union seeks to represent and which Coalition Union seeks representation. Upon receipt of such notice, the Business Agent/Senior Official of the Union, the Red Cross manager in charge of the facility, and the Director of Labor Relations shall promptly meet to discuss protocols regarding introductory meetings, employee communications, and access restrictions (which shall limit organizing access under this Section to the sole purpose of communications with Red Cross employees), with the understanding and agreement that there will be no interference with the conduct of Red Cross’ business, with donors and sponsors, or with the performance of work by the employees during working hours or in working areas.
- F. Within three (3) business days of written notice from the Coalition of the start of a unionization effort by a Coalition designated Union, the Employer shall organize a meeting of its managerial and supervisory personnel to which representatives of the designated Union shall be invited. Union representatives will be given sufficient time to explain the provisions and operation of the LMP Article to the assembled personnel. The Union shall conduct an organizing campaign that is focused on the benefits of unionization and collective voice for the workers and the Red Cross, and shall not engage in communications that are defamatory towards the Red Cross, its managers, supervisors, employees, donors, or sponsors.
- G. The Parties shall provide each other with at least twenty-four (24) hours advance notice of any press announcement concerning the LMP agreement and the Employer neutrality obligation and shall ensure that such press announcement is consistent with the terms of this Section.
- H. The Parties may, from time to time, issue joint communications or announcements. Nothing in this Article shall be construed to limit either party’s ability to engage in their own communications so long as such communications are consistent with the terms set forth in this Section.
- I. Once the Coalition has submitted a Notification of Interest under this Article, and the majority verification procedure described herein is utilized, the Employer will provide to the Coalition designated Union (upon its request) lists of employees eligible for representation and those excluded due to their status as managerial, supervisory, or confidential personnel. The lists of eligible employees shall contain the following information: the employee’s name, job title/department, home address, home telephone number and mobile telephone number, to the extent available. Lists of excluded personnel shall state the reason why the employee has been excluded.
- J. The Employer agrees to grant Union representatives reasonable access to its Red Cross-owned or controlled workplace facilities (excluding mobile sites) during



business hours. The Employer will inform its employees that discussion of the question of unionization is permitted at work, as long as it does not interfere with or disrupt normal work activities and does not occur in front of sponsors and donors. If the Employer is asked about the permissibility of having discussion about unionization in the workplace, the Employer shall respond consistent with parameters set forth herein. The Employer shall grant representatives of the Union reasonable access to employees at each of its locations.

Union representatives shall not be denied reasonable access to non-work break areas or similar spaces. Union representatives shall be given reasonable access to work space and sites during non-work time provided no donors are present. The Employer shall not conduct surveillance of Union representatives. Union representatives shall not unreasonably be denied access to exterior employee areas and parking lots. Union representatives shall be given reasonable access to all entrances to Employer facilities for the purpose of distributing literature to employees and communicating with them.

- K. The Coalition designated Union may request recognition as the exclusive bargaining representative for any appropriate unit of employees in which the Union claims majority status. The Coalition shall retain the right to request recognition for its designated Union at any location and facility where Red Cross employees remain unrepresented, subject to the above restrictions. The Employer agrees to voluntarily recognize the Coalition designated Union upon a showing of majority status in any appropriate unit described by the Coalition in its written notice. Proof of majority status shall be based on a private secret ballot election arranged and conducted by the Arbitrator. Any election will be held at the respective Red Cross facility following published notice to the employees of at least 14 days and shall be conducted on date(s) and time(s) that will maximize employee opportunity to vote. The Union and Red Cross may each designate a witness to be present during the entire voting period. The Arbitrator shall establish and oversee the rules of the election and shall certify to the parties the results of the election. The Arbitrator shall be jointly selected from among the arbitrators designated pursuant to Section P below and compensated by the parties. The decisions of the Arbitrator will be final and binding upon the parties.
- L. The parties shall attempt to agree upon an appropriate bargaining unit with regard to each election held pursuant to this Article for purposes of collective bargaining. Any

issue including disputes over an appropriate unit that cannot be resolved shall be decided by the arbitrator and such decision shall be final and binding.

- M. In the event the Coalition designated Union is recognized as the bargaining representative of the Employer's employees, the Union and the Employer agree to immediately enter into good-faith negotiations for the purpose of reaching a mutually acceptable collective bargaining agreement which it is anticipated by the Parties to include the National Addendum.
- N. The first collective bargaining agreement applicable to any new bargaining unit will be determined as follows:
  - 1. The Employer and the Union shall meet within fourteen (14) days following recognition to begin negotiations for a first collective bargaining agreement.
  - 2. If, after one hundred twenty (120) days following the commencement of negotiations, the Union and the Employer are unable to reach agreement for such collective bargaining agreement, they shall submit those matters that remain in dispute to the Rapid Response Team consisting of two appointees designated each by Red Cross and the Coalition, which shall use their best efforts to assist the parties in reaching a collective bargaining agreement. If, after thirty (30) days following such submission to the Rapid Response Team of outstanding matters, the Union and the Employer remain unable to reach a collective bargaining agreement, at the discretion of the Union, the matter may be submitted by the Coalition Union to conventional binding interest arbitration in accordance with procedures set forth below. Either party may request a good faith extension of these periods. If the Union chooses to invoke interest arbitration, the interest arbitrator shall consider existing terms and conditions of employment at the location at issue in reaching the decision and shall take into account the terms of the National Addendum in any award on the issues.
  - 3. If interest arbitration is invoked, it shall be a conventional arbitration proceeding. The interest arbitrator shall be authorized to evaluate the proposals of the Employer and the Union on an issue-by-issue basis and fashion a remedy that attempts to accommodate and reconcile the interests of the Parties. The interest arbitrator shall be authorized to add to, detract from, or modify the final offers submitted by the Parties. The decision shall be in writing and shall be rendered within thirty (30) days after the close of the interest arbitration

hearing record. Costs of interest arbitration shall be split by the Red Cross and the Coalition designated Union.

4. Throughout the proceedings described above concerning the negotiations of a first collective bargaining agreement and any interest arbitration that may be engaged in relative thereto, the Union agrees that there shall be no strikes, leafleting or organizational picketing at any Red Cross/sponsor/donor facility (including informational and area standards picketing) in support of any of its organizing activities or bargaining demands, but employees may distribute flyers in the non-work areas of Red Cross' facilities that are aimed at informing other employees about forming a union. The Employer likewise agrees not to resort to a lockout or partial lockout of employees to support its bargaining position. In those circumstances where a Union has chosen not to invoke interest arbitration, the provisions of this paragraph, number 4, shall expire after one hundred twenty (120) days from inception of negotiations.

- O. The Employer and the Union shall each designate a top level representative to discuss complaints about alleged violations or any alleged violation of this Section 5. If, whenever the majority verification process is utilized or during the period leading up to such utilization, one party believes another party has violated these standards, the affected party should contact the other party's representative by phone or email. The Parties should have a direct conversation within twenty-four (24) hours to try to resolve the issue. Where the Parties agree that a violation has occurred, and it is possible to correct the problem, the party responsible for the violation will make a good faith effort to correct the problem immediately.
- P. There shall be a list of agreed-upon permanent arbitrators designated to resolve disputes that arise pursuant to this Section.
- Q. The above list of arbitrators and the manner set forth for their selection shall also be utilized for first contract interest arbitration.
- R. The Parties agree that any disputes regarding the interpretation or application of this National Addendum shall be submitted to arbitration before the arbitrator selected herein on an expedited basis. Any hearing (which may be telephonic) before the arbitrator shall be scheduled within three (3) business days of the filing of the dispute with the arbitrator. The timelines set forth herein may be waived with the agreement of the Parties. An arbitrator's ability to comply with the timelines set forth

herein shall be determinative of the choice of arbitrator from among those listed herein for any particular hearing. The parties further agree that the arbitrator shall have the right to determine the nature of the hearing to be held under the circumstances, including whether written evidentiary submissions are sufficient. The arbitrator shall have the authority to enter an award (including by bench decision) for full remedial relief, as well as the authority to order the non-complaining party to comply with this National Addendum. The arbitrator shall also have the authority to issue any interim relief, such as temporary restraining orders or preliminary injunctions, prior to a hearing. The Parties agree that the decision of the arbitrator shall be final and binding. If a party fails to comply with a ruling, enforcement may be sought in United States District Court, and the Parties consent to the entry of any order of the arbitrator as the order or judgment of that court.

- S. The Employer shall instruct its management and supervisory personnel on the terms of this Section 5. The Coalition Union shall instruct their representative on the terms of this Section 5.
- 9. The Employer shall neither file, nor support a third party filing, a representation petition with the National Labor Relations Board or any other Labor Board. The Employer will not seek, or require the Union to seek, a National Labor Relations Board representation election. The Employer waives its right to insist on a National Labor Relations Board election and certification prior to recognizing the Union if the arbitrator certifies that a majority of the employees in the designated unit desire the Union to be their exclusive bargaining representative.

### ARTICLE 7. HOURS OF WORK

Section 1. The standard workweek will be a Saturday to Friday pay period, unless prohibited by state law. Staff will be paid bi-weekly on a Friday, with a seven (7) day pay lag.

Section 2. Nothing in this National Addendum shall be construed as a guarantee of hours of work per day, per week, or per pay period. Nothing in this Agreement shall limit the Employer from requiring longer hours of work as long as the overtime requirements set forth in Article 14 are met. The Employer agrees to grandfather guaranteed minimum hours existing in current Local Agreements.

Section 3. Within the first year post ratification, the Employer commits to evaluating hours worked and identifying problem areas with systemic issues. The Employer will share the

results with the SPC to validate and prioritize the areas with the most significant concerns. The Employer will perform in-depth reviews in the prioritized regions, including assessments of bookings, staffing, contractual language, seniority, scheduling, market conditions and any other factors influencing the shortfall. Based on the outcome of the reviews, the Employer will develop recommendations to be inclusive of timelines and agree on a solution with the Local Union.

Section 4. The Employer shall have the right to maintain, institute and change shifts, workweeks and pay periods, so as to obtain the production it desires. This includes the right to establish, maintain or discontinue shifts.

Section 5. Saturday or Sunday work may be required of all employees, and will be scheduled according to Local Agreements.

### ARTICLE 8. REST BREAKS AND MEAL PERIODS

#### Section 1. Rest Breaks

A. Employees shall be provided a fifteen (15) minute rest break during the first four (4) hours of their shift. The employee's first break shall be given no sooner than one and one half (1 ½) hours after the start of the shift. For Collections staff, the employee's first break shall be given no sooner than one and one half (1 ½) hours after the start of the drive. For blood drives scheduled with 4 hours of donor processing time or less, the employee's first break shall be given no sooner than the completion of drive setup. A second fifteen (15) minute rest break shall be given during the second four (4) hours of the employee's shift.

(1) With the supervisor's approval, Collections Staff may elect to take their first rest break within one and one half (1 ½) hours after the start of their shift; however, staff will not be required to do so.

(2) Should business needs require an alternate approach, the Local Union and management may mutually agree to an alternate break policy.

B. Rest breaks may not be combined and must be taken separately unless mutually agreed to by the supervisor and employee unless prohibited by law.

C. The supervisor shall schedule breaks recognizing both the importance of breaks and the necessity to service the needs of the public in an efficient and timely fashion.

D. An additional fifteen (15) minute rest break shall be provided for each successive two (2) hours after eight (8) hours of work.

E. Additional rest breaks may be provided to employees if required by state law.

#### Section 2. Meal Periods

A. Each employee who is scheduled to work six (6) hours or more inclusive of (compensated) travel time shall be provided a thirty (30) minute unpaid meal period. The thirty (30) minute meal period shall be at or around the midpoint of the employees' work shift, if practicable.

B. The meal period may be combined with one break with supervisor approval unless prohibited by law.

C. Additional meal time may be provided to employees if required by state law.

#### Section 3. Documentation

A. For Collections, the Employer shall use and retain Drive Management Records to ensure that all rest breaks and meal periods are provided in accordance with this Article.

### ARTICLE 9. STAFFING

Section 1. The Red Cross and the Union Coalition mutually agree to maximize the efficient use of staff and to provide adequate staffing levels in order to:

- Provide quality and safe care to donors;
- Ensure the health and safety of employees;
- Promote the retention and recruitment of qualified employees; and
- Ensure the safety of the blood supply and full compliance with all regulatory guidelines.

Section 2. No bargaining unit employee shall perform any regulated function unless he or she has successfully completed associated training. Additionally, to ensure the safety of staff and donors, if collection technicians trained as Charges or Power Red operators, and for MUAs cross-trained in phlebotomy or health history, have not performed associated tasks (health history, Whole Blood phlebotomy, Power Red Collections or drive supervisor) within the past six (6) months, then the Red Cross will conduct a periodic evaluation and shall

provide refresher training as required. The Periodic Evaluation referenced above will be expanded to include all functions above and implemented within six (6) months of ratification. Red Cross will continue to perform Annual Competency Assessments (ACA) on all Collections staff annually. Periodic Evaluations conducted under this section shall only be used to ensure that the employee can successfully perform the associated task(s). An employee will not be disciplined for an unsuccessful Periodic Evaluation; however, Performance Management processes will be utilized if an employee cannot successfully complete retraining.

Section 3. Bargaining unit work, as defined in Local Agreements will normally be performed by members of the bargaining unit, except that such work may be performed by supervisors when:

- a. Required for the training, retraining or coaching of bargaining unit employees;
- b. To provide bargaining unit personnel their breaks and lunches;
- c. As necessary for supervisors to remain current with regulatory requirements;
- d. To ensure proper donor customer service and maintain an orderly flow of production; or
- e. Due to unforeseen circumstances, donor surges, or in cases of emergency.

### Section 4. Manufacturing, IRL and Hospital Services

- A. Manufacturing, IRL and Hospital Services staffing levels will be determined as follows:
  1. The Employer shall employ sufficient staff to efficiently and safely process, prepare and deliver collected blood products in a timely manner.
  2. The Employer shall be entitled to cross-train and utilize any employee within Manufacturing and Hospital Services to perform blood processing, preparation and distribution tasks for which they have successfully completed training.
  3. The Employer and Local Union will negotiate any appropriate base wage increase related to the additional duties discussed in this Section.

### Section 5. Collections and Clinical Services

- A. Collections and Clinical Services staffing levels will be determined as follows:

1. All collection sites/blood drives or other collections of blood products or delivery of clinical services (therapeutic apheresis, Dendreon or similar clinical services) will be staffed based on the anticipated presenting donors, including prescheduled donors (online or other) and walk-ins, as well as the hours of operation for the site/drive/service. If, at any point before or during the drive, management determines that the drive is understaffed, then Red Cross will make every effort to send additional bargaining unit staff to assist with the drive and be paid in accordance with the Appendix B premiums. All staff will be scheduled pursuant to local agreements and practices.

2. The Red Cross and Local Union shall create a JLT subcommittee within sixty (60) days of implementing this agreement to jointly assess Production Planning decision-making (e.g., staffing, new hires, etc.). The sub-committee will make recommendations to the JLT and SPC for implementation that will provide adequate staffing to efficiently and safely collect blood products based on the hours of operation and anticipated presenting donors, including prescheduled donors (online or other) and walk-ins, and to provide clinical services. The staffing matrix shall define the minimum number of staff per job function needed at each drive.

3. The Red Cross will schedule staff in sufficient numbers to allow staff to take break and lunch period(s) pursuant to Article 8 Rest Breaks and Meal Period. It is understood that the Employer's schedule cannot take into account non-scheduled employee absences, unexpected donor turnout or other unforeseen circumstances.

4. Registered Nurses or LPNs will be scheduled for blood collection operations, regardless of anticipated collection size, as required by federal, state law or regulation, and consistent with Sections 5, A2 and A3 above.

5. Registration, donor qualification (health history assessments and vital signs), phlebotomies, disengagements and post collection donor care, or post collection blood processing may be performed by those employees who have successfully completed training to perform any one of these functions or combination of such functions.

6. Employees designated to perform the Charge function shall be counted as .5 FTE for purposes of the staffing matrix. Such employee is allowed to perform any blood collection tasks for which they are trained. Supervisors shall not be included in the staffing matrix and will not perform bargaining unit work except as noted in Section 5(A) 3 above.

7. Employees with work restrictions may be assigned, at the Red Cross' discretion, to a blood drive or other blood collection site. Employees with restrictions shall not be included in the staffing matrix if they are unable to perform health history, phlebotomy, disengagement, post collection donor care, or post collection blood processing. Should the employee with restrictions be able to perform three or more of these functions, they will be considered staff under the staffing matrix.

8. In an effort to reduce injuries and improve drive start and end times, the Employer acknowledges that the unloading, setting up and breaking down of drives may take more than forty-five (45) minutes to safely perform each task. Therefore, while every effort will be made to adhere to a 45/45/45 schedule, in circumstances where there are issues, including, but not limited to site suitability concerns; an insufficient number of staff to perform the unloading, setting up and breaking down of equipment; etc., then the appropriate amount of time (which may exceed forty-five (45) minutes) to execute those tasks shall be scheduled prior to the date of drive using the Role Time Detail Exception Process. Bargaining unit employees shall have access and the ability to complete this form. If these events occur during the drive, then ARC will make every effort to send additional staff to assist and be paid in accordance with Appendix B premiums. All staff will be scheduled pursuant to local agreements and practices. Red Cross will ensure appropriate staff are trained on the process to request exceptions to the standard load/unload, setup and breakdown time.

- a. Collections staff may be required to assist with set up and tear down of the blood drive. Although it is the primary duty of the driver to load and unload the vehicle, current Collections staff may need to assist in the loading and unloading of equipment where there is an insufficient number of drivers available and to the extent necessary. To ensure staff safety, all employees, including management, will abide by the proper load and unload protocols established by the American Red Cross titled: Safe Lifting:

The Fundamentals of Ergonomics; and 45/45/45 Blood Drive Setup Process.

- b. Collections staff may not be able to assist in situations where there are physical, worksite, and equipment limitations. At sites where the Employer has identified additional obstacles, the Red Cross may assign additional staff to assist in, or may extend the time for the standard load/unload, set up and break down procedures.
- c. Current Collections staff may be required to drive non-DOT Employer vehicles. Staff who drive non-DOT vehicles must successfully complete all associated driver and safety training programs within six (6) months of ratification.
- d. Collections staff hired prior to January 1, 2016, may volunteer to train for DOT training and drive DOT Employer vehicles once licensure is received.
- e. Consistent with the timeframes in Section H below, Red Cross may require new Collections hires to be trained on DOT and drive both non-DOT and DOT Red Cross vehicles. The Red Cross shall have it clearly state such duties as a job requirement in the vacancy announcement and position description advertised on RedCross.org.
- f. Each location will have a designated amount of Collection Tech II CDL positions. Collections staff who volunteer to attain a commercial driver's license (CDL) at the employee's expense, will be placed into one of those positions if open, and be scheduled to drive Employer vehicles that require a CDL. At multi-union locations, this could result in the bargaining unit employee being reassigned to a different exclusive representative.
- g. Collections Staff who are designated as Drivers for the Region shall receive a driver premium. A driver premium of \$0.75/hr shall be provided to Collections Staff who drive to or from a blood drive, and the premium shall apply to all hours an employee works on that day. This premium shall be paid in addition to any other differentials and skill based premiums outlined in Art. 14, Appendix B. MUAs or MUAs who have



completed cross training into a CTII position are not eligible for the driver premium and shall receive the appropriate base wage increase negotiated between the Employer and Local Union. CDL drivers are not eligible for the driver premium. The premium shall be implemented upon the latter of April 1, 2019 or six (6) months post ratification of the National Addendum.

- h. ARC shall designate the number of Collections Staff Drivers based on need. Once determined, the positions shall be filled first by volunteers using seniority order. If, however, there is an insufficient number of volunteers to fill the designated slots, ARC shall attempt to fill the slots with new hires. If there is an insufficient number of new hires, then bargaining unit employees shall be selected in reverse order of seniority. As new hires complete cross-training for driving, then they will replace current employees with a date of hire prior to January 1, 2016, who were previously required to drive. Individuals who volunteered to drive, may continue to drive under this process.
- i. In multi-union locations, Collections Technicians trained to drive will not be scheduled as Drivers unless there is a shortage.

### Section 6. Mobile Unit Assistants (MUA), Collection Material Coordinator, Supply Clerk and Loader/Packers (or equivalent job titles)

- A. Mobile Unit Assistants (MUA), Collection Material Coordinator, Supply Clerk and Loader/Packers (or equivalent job titles) staffing levels will be determined as follows:
  - 1. MUAs will be scheduled for blood drives according to the staffing matrix based on the anticipated presenting donors for the blood drive.
  - 2. MUAs, Collection Material Coordinators, Supply Clerks and Packer/Loaders (or their equivalent titles) may be assisted by other Collections staff in the staging of equipment, setting up and tearing down of the blood drive and in processing blood units collected. Although it is the primary duty of the driver to load and unload the vehicle, current Collections staff may need to assist in the loading and unloading of equipment where there is an insufficient number of drivers available and to the extent necessary. Current Collections staff may not be able to assist in

situations where there are physical, worksite, and equipment limitations.

- 3. An MUA (or equivalent job titles) may be cross-trained, to perform blood collection functions such as, but not limited to, health history, phlebotomy, disengagement, donor care, blood processing.
- 4. Should an MUA, Collection Material Coordinator, Supply Clerk, Loader/Packer have work restrictions that preclude them from being able to load or unload a truck, such employee will not be assigned as part of blood Collections staff.
- 5. In cases where sites have additional obstacles, the Red Cross may assign additional staff to assist in, or may extend the time for, the set up and break down. The following are examples of obstacles included, but are not limited to:
  - a. where there are greater than five (5) steps to entry;
  - b. walking distances of ¼ mile or greater to set up;
  - c. relocation of a site during the drive (this would only extend time and not require additional staff).
- 6. The Employer and Local Union will negotiate any appropriate base wage increase related to the additional duties discussed in this Section.

### Section 7. MUA Cross-training

- A. As MUA cross-training is initiated at each location, the training program will be offered first to those MUAs who volunteer for such training with the most senior being trained first and proceeding down the volunteer list by seniority. Once all MUAs who volunteered for training have completed training, the next phase of cross-training will be mandatory and will be done in inverse seniority order. Once an MUA has successfully completed training, the MUA will be converted to the Collection Tech II job classification and will receive a one-time lump sum bonus of one hundred dollars (\$100). The Employer and Local Union will negotiate any appropriate base wage increase as follows:
  - (1) Upon completion of the MUA cross-training, the MUAs shall receive the greater of the following two alternatives: a) MUAs move to the CTII rate; or, b) MUAs receive a 3% base wage rate increase, as calculated in the Red Cross' initial proposal to the

locals for the new wage rate. For option (b), the 3% would be paid as follows:

Option (b) further clarified -- For MUAs without CDLs who successfully cross-train into CTII roles, the Red Cross would provide a wage increase which is equal to 3% of the average base wage rate for all MUAs under that contract (without CDLs); and, for MUAs with CDLs, the Red Cross would provide a wage increase which is equal to 6% of the average base wage rate for all MUAs under that contract (with CDLs). So for example, if the average base wage rate for all MUAs without CDLs in a given contract is \$15/hour, the increase for all MUAs without CDLs under that contract -- upon successfully completing the cross-training -- would be \$0.45/hour.

- B. Should an MUA elect not to participate in cross-training or should an MUA not be able to successfully complete the cross-training program, those individuals will be retained in the MUA classification until the completion of the cross-training at their location. During this period of time, the MUA will be given priority consideration for other vacant positions within Red Cross (including Humanitarian) that they may be qualified to perform with appropriate training. MUAs who have not secured another position within Red Cross may have their MUA position eliminated. If an MUA has their position eliminated, they shall receive severance pay under terms of the severance policy then in effect.
- C. Effective January 2016, MUA cross training launched and the Red Cross began hiring Collection Tech IIs who can drive.
- D. The Red Cross retains its right to launch MUA cross-training in multi-union locations.

F. Multi-Union Cross Training

- (1) Due to the unique circumstances presented at multi-union locations, current MUAs (Drivers) will cross train and will convert to the job title of Collection Technician I (CTI) (local agreements will be changed to reflect the change in job title). Collection Technician I will be required to train in either Phlebotomy or Health History, but not both. CTI will still be required to train in the other tasks associated with venipuncture (VP) training (including, but not limited to disengagement, post-collection donor care and post-collection blood processing). A current MUA may volunteer to fully cross train in all tasks if they choose to, but will not be required to do so. If full

cross training is completed, the MUA will move to the Collections Technician job description. Pursuant to Section 5 above, current collections staff who volunteer to drive will all convert to the job title of Collection Technician II (CTII) (local agreements will be changed to reflect the change in job title).

- (2) If the number of collections staff in the CTII position that are newly hired or have volunteered to drive does not meet the business needs in any particular area, employees will be selected based on reverse order of seniority.
- (3) New hires will be solicited and hired based on their primary job function and placed in the appropriate existing bargaining unit and classification. For example, if the primary need is for a Driver, then a CTI will be hired; if the primary need is for collection of blood, then a CTII will be hired. There is no intent by ARC to lessen the size of either bargaining unit, and every effort will be made to maintain the integrity of each affected union's bargaining unit in relation to this cross-training agreement. Total CTI and CTII staff numbers are based on collection goals for that specific geography.
- (4) ARC will provide the Local Unions with copies of MUA and Collections Technicians job vacancy announcements and position descriptions in the region within ninety (90) days from the execution date of this Agreement. The Local Union will have an opportunity to provide comments and/or discuss the descriptions to the extent required by law.
- (5) CTI's, upon the completion of cross training, will receive negotiated increases consistent with the Global Settlement Agreement.
- (6) The Parties agree that should significant problems occur during implementation of this initiative, ARC and the Local Unions affected will meet for an immediate resolution.

Section 8. Volunteers

- A. The Red Cross may utilize trained volunteers to perform non-regulated tasks and the regulated tasks of donor qualification, as set forth below:
  - 1. Volunteers will be permitted to perform certain defined responsibilities where the volunteer has received all of the necessary and verifiable training, so as not to



negatively impact the SQuPP of blood products, which shall be identical to the training provided to bargaining unit employees.

2. Volunteers will not be used to replace laid off bargaining unit employees or to displace or reduce employees scheduled to work. There shall be no layoffs of bargaining unit employees or diminution of wages and working conditions as a result of utilizing volunteers.

3. Volunteers will identify themselves as volunteers.

4. In the event the donor qualification process becomes automated and the Red Cross creates a role for volunteers, the Red Cross must provide sufficient advance notice and on-going briefings of all aspects of the plan to the Coalition, the affected bargaining unit(s) and the appropriate Joint Labor-Management Committee. Nothing in this Article shall constitute a waiver of the union's right to bargain over the effects of using volunteers.

Section 9. The Employer will comply with all applicable local, state, and federal staffing laws and regulations.

### ARTICLE 10. STAFF SCHEDULING

Section 1. As of the time of this National Addendum, the Red Cross and the Coalition of Labor Unions established a Scheduling Advisory Group (SAG) consisting of members from labor and management. The goal of SAG is to collaborate on the development of a scheduling approach for all bargaining unit staff which provides a more predictable schedule and reasonable working parameters in order to increase staff satisfaction and decrease turnover.

Section 2. SAG will continue to focus on five key areas that staff reported (through a survey) as being most important:

- Getting the time off they requested
- Number of hours worked per week, including mandatory overtime, and Saturday and Sunday assignments
- Getting off at the scheduled end time of a drive
- Travel distance to the blood drive
- Schedules that do not change after posting

SAG will routinely evaluate and prioritize the key areas of focus.

Section 3. The Red Cross will regularly publish Collections staff schedules for at least three (3) future work weeks unless a Local Agreement provides for more advance notice. Prior to

releasing the 3<sup>rd</sup> week's schedule, Collections management and Union Representative(s) or his/her designee(s) will be provided a one-day review period, offering suggested changes to APS before the final schedule is published.

Section 4. The parties agree to continue their collaboration on scheduling, and to negotiate on a national basis the above issues needing to be negotiated prior to any implementation. This negotiation will not constitute a reopener of this National Addendum, but the resulting agreement would be added as a supplement to the National Addendum when and if it is completed. Until such time, all current scheduling practices, except for those negotiated in this Agreement, shall continue as allowed under the existing Local Agreements, past practices, etc.

Section 5. Notwithstanding the above, the Red Cross agrees to the following:

- A. Provisions for guaranteed hours of work or pay per week in Local Agreements shall continue to be in effect.
- B. The Red Cross will make its best efforts to ensure that a minimum of ten (10) hours has elapsed since the employee's last compensable work for the Red Cross, and the start of the employee's next shift. In the event the employee is required to work within this ten (10) hour turnaround time, the employee will receive \$50. However, in lieu of the penalty pay, the employee may request to arrive late to their next assignment in order to have a full ten (10) hours between shifts. This request shall not be unreasonably denied. If the time between shifts is eight (8) hours or less, the request to arrive late shall not be denied. The employee shall provide appropriate notification per the regional policy no later than the clock out time of the previous shift. Once Red Cross systems are established to track the number of turnaround time violations, the number of requests of employees to arrive late to shifts and the number of times the mandatory late arrivals occurred, such information shall be reported on a quarterly basis to the Safety Committee and the Regional JLT and SPC.
- C. The Employer will make its best effort to avoid extending both fixed sites and mobile drives beyond the staff's scheduled end time.
  - (1) For mobiles, if any donors are still in the belt line more than forty-five (45) minutes beyond the scheduled end time, then the employees on that drive shall receive \$25 in extra pay. The Late End pay is triggered when the Phlebotomy End Time exceeds

forty-five (45) minutes after the scheduled end time. For mobile drives, the "belt line" shall be defined as follows, for the purpose of triggering the payment of the Late-End Drive penalty. The end of the belt line shall be the time at which the last donor's Phlebotomy End Time is recorded (as reflected by the actual timestamp), plus 15 minutes. For example, if a drive is scheduled for 10:00am to 4:00pm, and the Phlebotomy End Time is 4:46pm, then the penalty will be paid to those staff still on the drive after 5:00pm. If, on the same drive, the last donor's Phlebotomy End Time VPN is 4:40pm, then no penalty will be paid. Any employee who is required to remain on the drive regardless of whether he or she is directly assisting a donor or working on another assignment which causes the employee to remain on the drive (include handling a donor reaction) more than one hour beyond the scheduled end of the drive, as defined herein, shall receive the late drive penalty pay.

- (2) For Fixed Sites, a late end will occur if the Phlebotomy End Time (as reflected by the actual time stamp) exceeds the Last Appt End Target. Below is the logic supporting the late end definition:

- a. Identify the last appointment slot at each drive by procedure type
  1. Apheresis
  2. Double Red
  3. Whole Blood
  4. AB Plasma
- b. Add the appropriate duration minutes per procedure to arrive at expected Appt end time
  1. Apheresis = 180
  2. Double Red = 75
  3. Whole Blood = 45
  4. AB Plasma = 80
- c. Select the latest end time from step 2 as Last Appt End Target Time
- d. Identify the last phlebotomy/bag & tube scan (donor disconnect) at the drive
- e. Compare the time stamps between step 3 and 4

- f. If the phlebotomy end/disconnect time is greater than Last Appt End Target, the drive ended late

- (3) As it relates to fixed sites, if either party identifies late end drives as a recurring issue at a fixed site, the Red Cross agrees to meet with the local union within ten (10) business days to discuss the issue and potential solutions, including extending the late end drive penalty to fixed site locations in accordance with this Article.

- D. During normal business operations the following procedures shall apply. For mobile drives, if, within the last fifteen (15) minutes, all appointment slots are filled, no walk-in donors will be accepted. If, within the last fifteen (15) minutes, there are open appointment slots, walk-in donors will be accepted.

For fixed sites, the same principle would apply as long as an appointment slot for the same procedure is available. Only a five (5) minute grace period shall be provided to donors who arrive late to an appointment scheduled within the last fifteen (15) minutes of the drive.

- E. The Red Cross shall notify the Coalition and all Local unions of the start and projected end dates of any "appeal" for blood or any "urgent need" that it announces to the public.

### ARTICLE 11. DONOR RECRUITMENT ACCOUNT MANAGERS

Section 1. Account Manager Incentive Plan. All Donor Recruitment Account Managers ("Account Managers") will participate in the Red Cross National Donor Recruitment Incentive Plan. This National Donor Recruitment Incentive Plan will be reviewed annually to determine if modifications to the Plan are warranted for the next fiscal year. Prior to modifying the Incentive Plan, the Employer shall notify the Coalition and provide the Coalition with an opportunity to bargain design changes (i.e. components, weights, and incentive target opportunities) prior to implementation. In addition, the Employer will provide the Coalition with the opportunity to meet and confer on any changes to the goal setting process.

Section 2. It is not the intent of the Employer to set unattainable goals or to penalize the Employee for circumstances or events outside of their control. The Employer commits to reviewing such situations and determining appropriate course of action.

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Section 3. The FY 19 Incentive Plan as revised shall be implemented no sooner than November 1, 2018 for represented DRDs. However, the changes associated with the FY19 Incentive Plan regarding exceptions will not be instituted.

Section 4. Bargaining unit work, as defined in Local Agreements, shall be performed by members of the bargaining unit.

### Section 5. Mileage and Expense Reimbursement

Account Managers will be reimbursed for mileage by one of two methods:

- A. Those employees hired after ratification will utilize their personal vehicles for business related travel and be reimbursed at the IRS rate per the Staff Expense Reimbursement Policy and Procedure Manual. At such time they qualify for Fixed and Variable Rate (FAVR) Vehicle Reimbursement Program as noted in B below, they will commence participation in that program.
- B. Account Managers hired before ratification will utilize their personal vehicles for business related travel and be reimbursed at the IRS rate per the Staff Expense Reimbursement Policy and Procedure Manual. Effective January 1, 2017, these Account Managers will commence participation in the Fixed and Variable Rate (FAVR) Vehicle Reimbursement Program as outlined in Section 7 below.
- C. Reimbursement for mileage is expected to reasonably cover all out-of-pocket driving costs and, thus, reimbursement for gasoline and other vehicle operation costs in lieu of the IRS mileage rate is not permitted. Any parking fees or tolls incurred in connection with business travel are reimbursable and should be claimed using the Red Cross expense reporting system.

Section 6. Each employee is responsible for documenting and submitting travel expense reimbursement requests using the Concur system consistent with Red Cross policy. The Red Cross will use reasonable efforts to reimburse employees as soon as practicable following submission of an expense reimbursement request through Concur but in no event later than thirty (30) days after the expense reimbursement request is submitted.

Section 7. Fixed and Variable Rate (FAVR) Vehicle Reimbursement Program. Any Account Manager who drives their personal vehicle in excess of six thousand (6,000) miles annually will be required to participate in the Fixed and

Variable (FAVR) Vehicle Reimbursement Program (a/k/a the Runzheimer program) for automobile usage and mileage reimbursement.

Section 8. Effective with the first day of the month following ratification, Account Managers will no longer be provided Red Cross vehicles for use and will return any Red Cross vehicle to a designated Red Cross representative. Upon return of the Red Cross vehicle, the Account Manager will receive a one-time lump sum payment of four thousand dollars (\$4,000) payable with the first full payroll period following the date of vehicle return.

## ARTICLE 12. UNIFORMS

Section 1. Collections employees will be provided scrub uniforms according to the Collections Staff Scrub program. The program allows employees to purchase uniforms through an ARC designated vendor, with an annual uniform allowance.

Section 2. Full-time staff and part-time Collections staff who work more than 20 hours a week will receive \$110.00 per year credit (approx. 4 sets of scrubs) and employees who work less than 20 hours per week will receive \$58.00 per year credit (approx. 2 sets of scrubs) annual uniform allowance. Credit amounts can be applied to any applicable shipping fees and taxes.

Section 3. Collections employees must comply with the previously authorized colors of red (Sangria) tops and black pants. Uniforms will not be branded and employees are to wear name tags with logos during work hours.

Section 4. Collections employees may purchase additional garments from an ARC designated vendor at their own expense.

Section 5. Collections employees may purchase at their own expense and wear a lab coat from an ARC designated vendor. Lab coats will not be considered personal protective equipment (PPE).

Section 6. All other Red Cross bargaining unit employees will continue to follow the uniform guidelines in their Local Agreements.

## ARTICLE 13. COMPENSATION

Section 1. Wage Increases. Bargaining unit employees covered by this National Addendum shall receive a two and one-quarter percent (2.25%) across the board (ATB) structural raise, to be effective the third full pay period following the

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ratification of this National Addendum, as well as a lump sum payment of \$400 for full-time employees and \$200 for part-time employees. Probationary period employees and employees in an inactive status are ineligible for this lump sum. The Employer agrees that one percent (1%) will be applied to the Local Agreements' new hire rates and any tiered wage structures.

Section 2. Bargaining unit employees covered by this National Addendum shall receive a three percent (3%) across the board (ATB) structural raise one year subsequent to the receipt of the across the board in Section 1 above; and, another three percent (3.0%) across the board raise twenty four (24) months subsequent to the receipt to the across the board in Section 1 above. The Employer agrees that two percent (2%) will be applied to Local Agreements' new hire rates and any tiered wage structures one year subsequent to the receipt of the across the board in Section 1 above. The Employer agrees that two percent (2%) will be applied to Local Agreements' new hire rates twenty-four (24) months subsequent to the receipt of the across the board in Section 1 above.

Section 3. All other base wage rate increases not addressed herein (including but not limited to new classification salary, salary ranges, market driven increases) shall be addressed at the local level by and between the respective Local Union and the Employer.

Section 4. The Red Cross will conduct a compensation study to assess market rates in each region for the standard jobs being referenced in Article 5, Section 1A. The study will follow existing Red Cross practices to market price the jobs leveraging Red Cross existing salary surveys. If it is not already readily available within Red Cross' current surveys, the Coalition is welcome to provide salary surveys for consideration. The results of the compensation study will be reviewed with the SPC or a task force of representatives identified by the SPC. The SPC may make recommendations to the regions. This does not waive the Local Union's right to bargain any recommended changes.

Section 5. Notwithstanding salary caps or maximums contained in the Local Agreements, each member of the bargaining unit shall receive all raises as described above.

### ARTICLE 14. OVERTIME AND PREMIUM PAY

Section 1. Overtime at the rate of one and one-half (1 1/2) times an employee's regular straight time hourly rate of pay shall be paid for all work over forty (40) hours in one (1) week.

Section 2. The Employer shall have the right to determine when overtime shall be worked. The Employer shall also have the right to require the performance of such work. In the event overtime is needed, the scheduling of said overtime will be according to Local Agreements.

Section 3. In no event shall overtime or premium pay be pyramided or duplicated.

Section 4. Premiums and On-Call pay for term of the National Addendum are specified in Appendix B, Premium Pay Rates.

Section 5. The above provisions referenced in Appendix B will be implemented on July 1, 2016, or at such later time as the new payroll and HRIS system goes live.

#### Section 6. Other Pay Premiums

A. The Employer agrees to calculate the cost of said premiums over the 6-month period of January 1, 2015 through June 30, 2015, and determine the financial impact of absorbing into the employees' hourly base rate the 6-month cost of the premiums and will choose one of the following options:

1. All premiums not outlined above that are paid to current employees on full-time and occasional basis shall be absorbed into their hourly rate based on the previous six (6) month average pay for each hour worked or not worked but paid. This shall be applied to employees including, but not limited to bus drivers, CDLs, those receiving a Donor Center differential, drivers and those who are regularly scheduled to work weekends; or

2. Negotiate a different yet mutually acceptable reinvestment proposal with the Coalition.

If the parties cannot reach a different mutually acceptable reinvestment proposal, the premium-related pay provisions in Local Agreements will be identified in Appendix B and will continue for Employees hired before ratification. Employees hired after ratification will not be eligible for any Local pay premiums.

B. The status quo shall be maintained until one of the options in Section 6A above has been selected.

C. The Employer will also evaluate the cost of absorbing into hourly base rates any Saturday and Sunday 1.5x and 2x premiums earned by Employees with a regular schedule that includes Saturday and/or Sunday. If the Employer and Coalition cannot reach a mutually acceptable



reinvestment proposal, the Employer will grandfather these current employees with these premiums and the weekend shift differentials in Appendix B will not apply.

### ARTICLE 15. HOLIDAYS

#### Section 1. Core Holidays

- A. Eligible employees receive six (6) Core Holidays each year observed on the following dates:
  - New Year's Day (January 1)
  - Memorial Day (Last Monday in May)
  - Independence Day (July 4)
  - Labor Day (First Monday in September)
  - Thanksgiving Day (4th Thursday in November)
  - Christmas Day (December 25)
- B. Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on Monday.

#### Section 2. Holiday Pay

- A. Employees who work a regularly scheduled forty (40) hour standard work week receive eight (8) hours of holiday pay. Employees whose regularly scheduled standard work week is less than forty (40) hours receive pro-rated holiday pay based on their standard work hours. For example, an employee, who is regularly scheduled to work a twenty (20) hour workweek, receives four (4) hours of holiday pay and an employee, who is regularly scheduled to work a thirty (30) hour work week, receives six (6) hours of holiday pay. In consideration of Collections' scheduling practices, full time Collections employees will receive eight (8) hours of holiday pay regardless of their location's standard work week.
- B. Temporary employees and employees regularly scheduled to work less than twenty (20) hours per week are not eligible for holiday pay. Employees on unpaid leave are not eligible for holiday pay.
- C. Holiday pay is not counted as hours worked for purposes of calculating overtime and is not paid out at termination of employment, unless required by state law.
- D. If an employee is not scheduled to work on a holiday, the employee will receive pay for the holiday at the regular straight-time rate of pay.
- E. If an employee is scheduled to work on a holiday, the employee will receive holiday pay at the regular straight-

time rate of pay plus additional pay for all hours worked at one and one-half times (1 ½) the regular rate of pay for hours worked on either the actual calendar holiday or on the observed holiday.

- F. If an employee works both the observed and actual calendar holiday, the employee receives one and one-half times (1 ½) the regular rate of pay for hours worked on the observed holiday and will receive only the straight time rate of pay for any hours worked on the actual calendar holiday.
- G. When a holiday falls during an employee's scheduled paid time off (PTO), in order to receive holiday pay, the employee is required to work the last scheduled day before and the first scheduled day after the holiday.
- H. If a core holiday falls during an employee's scheduled PTO and the employee receives holiday pay, the employee's PTO balance will not be charged for the holiday.

#### Section 3. Floating Holidays

- A. Employees will receive four (4) floating holidays each year. The proration of hours for holiday pay for Core Holidays will apply to floating holidays.
- B. PTO eligible employees will receive two (2) floating holidays on January 1 for use by June 30, and two (2) floating holidays on July 1 for use by December 31.
- C. Employees, who are on an unpaid leave of absence on the grant date, will receive a holiday grant depending upon when the employee returns. If the employee returns during the months of January – March or July – September, he will receive a full bi-annual grant. If an employee returns during the months of April – June or October – December, the employee will receive half of the bi-annual grant.
- D. Floating holidays must be used within the period granted and will expire after June 30 and December 31, respectively; unused days do not carry over to the next grant period.
- E. Floating holidays are paid at the employee's regular rate of pay, may be used in one-hour increments and are required to be scheduled and approved in advance. For Collections Employees, floating holidays may be used to supplement regularly scheduled weekly hours not to exceed forty-hours in one week.

- F. Employees cannot receive both floating holiday pay and regular pay for the same day.
- G. Floating holidays are not paid out at termination of employment, unless required by state law.

Section 4. Staffing

Staffing for core holidays shall be based on Local Agreements.

**ARTICLE 16. PAID TIME OFF**

Section 1. Purpose

The Paid Time Off (PTO) benefit program gives eligible employees time off from work for rest, recreation, illness, to care for a sick family member or other circumstances based on individual need.

Section 2. Eligibility

Employees who are regularly scheduled to work at least twenty (20) hours per week are eligible for PTO. Temporary employees and employees who work less than twenty (20) hours each week are not eligible.

Section 3. PTO Accrual Schedule

- A. Eligible employees accrue PTO in fixed amounts on the first day of the pay period according to the schedule in the Accrual Table below, depending on their length of service.

B. Accrual Table

| Length of Service  | Annual PTO Days | Accrual Limit (hr) | Pay Period Accrual |
|--------------------|-----------------|--------------------|--------------------|
| Less than 3 months | 0               | 0                  | 0.00               |
| 3 months to 1 year | 12              | 96                 | 3.70               |
| 1 year             | 15              | 120                | 4.62               |
| 2 to 5 years       | 17              | 136                | 5.23               |
| 6 to 9 years       | 20              | 160                | 6.17               |
| 10 to 14 years     | 23              | 184                | 7.08               |
| 15 to 19 years     | 25              | 200                | 7.70               |
| 20+ years          | 30              | 240                | 9.23               |

- C. The amount of PTO earned each pay period is based on the employee's weekly standard hours. Weekly standard hours for full-time staff are forty (40) hours based on the standard work week. Employees who are regularly scheduled fewer than forty (40) hours a week earn a prorated amount of PTO.

1. For example, a full-time employee regularly scheduled with forty (40) weekly standard hours will accrue the full amount of PTO. A part-time employee regularly scheduled with twenty (20) weekly standard hours will earn fifty percent (50%) of the full amount because their standard hours are fifty percent (50%) of the full time forty (40) weekly standard hours. A full-time employee in a location with a standard 37.5 hour work week will earn a pro-rated amount of PTO days. For example, an employee with eight (8) years of seniority will accrue PTO at 5.77 hours for the pay period (20 days x 7.5 hours/26 pay periods).

2. In consideration of Collections' scheduling practices, full-time Collections employees (including mobile and fixed sites) will accrue PTO on a 40-hour basis regardless of their location's standard work week.

- D. The Accrual Limit is the maximum PTO balance allowed at all times throughout the year. Once the Accrual Limit is reached, no additional hours will accrue until after PTO is taken and the PTO balance is less than the Accrual Limit. The Accrual Limit for part-time employees is prorated based on their regularly scheduled weekly standard hours. *For California employees, the Accrual Limit is 1.5 times the amount shown in the Accrual Table.*

- E. Employees must be in active pay status to receive PTO accrual for the pay period. Employees in unpaid status cease to accrue PTO.

Section 4. PTO Usage

- A. PTO eligible employees may use a maximum of forty (40) hours of PTO when taking a full week of PTO provided they have such PTO available.
- B. An employee may not take more than twelve (12) hours of PTO per day.
- C. PTO may be taken as it is earned.
- D. PTO is available for use in hourly increments.

- E. Employees may not take more PTO than they have accrued and will not be allowed to have a negative PTO Balance.
- F. PTO is paid at an employee's regular pay rate and does not include overtime or special forms of compensation such as premiums, shift differentials, weekend differentials, skill based differentials, etc. PTO is not counted as hours worked for purposes of calculating overtime.
- G. PTO may be used for both planned and unplanned absences, and will be charged when an employee is absent during his or her scheduled hours.
- H. For planned absences, employees should request time off from their supervisors/schedulers as far in advance as possible. Requests for time off and its approval shall be determined by Local Agreements.
- I. When an employee uses PTO to cover an unplanned absence, the time will be accurately recorded by management as it is used. If an employee is on FMLA or extended medical leave and has exhausted his/her paid leave, the employee will be required to use all PTO with the exception of five (5) days, which shall be reserved.
- J. An employee whose last day of work occurs prior to the end of the pay period will receive a prorated amount of PTO. Similarly, an employee who transfers into an employment status that is ineligible for PTO will receive a lump-sum payment for accrued but unused PTO.
- K. Accrued, unused PTO will be paid to employees at termination of employment, up to the Accrual Limit for full-time employees or up to the prorated Accrual Limit for part time employees.
- L. Sick Bank For Limited Use: An employee can use hours from the sick bank in the event he/she has a continuous leave of absence due to his/her own personal serious illness or disability, unless otherwise required by applicable law. The first five work days of the continuous leave of absence must be covered by PTO or leave without pay. After the five work day waiting period, the sick bank balance will be available for use. For those contracts transitioning on or before January 1, 2016, the sick bank and its balance will be eliminated on December 31, 2018, unless otherwise required by applicable law. For those contracts transitioning on January 1, 2017, the sick bank and its balance will be eliminated on December 31, 2019, unless otherwise required by applicable law.

### ARTICLE 17. PAYROLL ERRORS AND OVERPAYMENTS

Section 1. Once validated and submitted to Employer's Third Party Payroll Provider for payment, Employees whose paychecks are incorrect by the lesser of 10% of gross wages earned in the applicable pay period or one hundred thirty-five dollars (\$ 135) will have their payroll correction processed. Requests received by the Third Party Payroll Provider by 1:00pm Eastern Time will be processed, whereby electronic transfers will be initiated or a check will be mailed the same day. Requests received after 1:00pm Eastern Time will be processed the following day. Lesser amounts shall be made on the next paycheck.

Section 2. To support accurate payroll processing, Human Resources will conduct monthly reviews with management and local union leadership to ensure that payroll errors are being addressed timely.

Section 3. This Article shall not apply to Local Agreements that already have a process for addressing payroll errors.

Section 4. In the event of any overpayment, the repayment schedule shall adhere to the terms of the overpayment process as applied by the Third Party Payroll Provider.

### ARTICLE 18. SAFETY & HEALTH

The Employer and the Coalition agree that the safety of employees and the general public is of utmost importance. Therefore, the Employer shall provide a safe work environment that is free of recognized hazards that could cause death, injury or illness.

Section 1. The Employer shall comply with applicable federal, state and local safety laws, rules and regulations. Nothing in this Agreement shall imply that the Coalition has assumed legal responsibility for the health and safety of employees.

Section 2. The Employer shall not discipline or discriminate against any employee for the reporting of any injury, illness or other incidents involving safety or health issues or hazardous conditions. The Employer shall annually train all employees of the proper procedures for reporting information, and their right to report such information free from discipline or discrimination.

Section 3. An employee acting in good faith has the right to refuse to work under conditions that the employee reasonably believes present an imminent danger or serious harm as defined by OSHA. The Employer shall not discipline or discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested that the



Employer correct the hazardous conditions, but the conditions are not corrected, and the danger was one that a reasonable person under the circumstances would conclude is an imminent danger or serious harm as defined by OSHA. An employee who has refused in good faith to perform assigned tasks shall retain the right to continued employment and receive full compensation for the tasks that would have been performed.

Section 4. The Employer shall provide information and training to employees on infectious diseases (this includes droplet, airborne, contact and vector spread diseases) to which he/she may have routine workplace exposure, including but not limited to blood-borne pathogen transmitted diseases. Information and training shall include the symptoms of diseases, modes of transmission, methods of self-protection, workplace infection control procedures, special precautions and recommendations for immunizations where applicable. The Employer shall continue to provide and make the hepatitis B vaccinations available to employees who are at risk of occupational exposure.

### Section 5. Workplace Safety in Emergency Situations

A. The Employer is focused on the well-being and safety of its employees and volunteers and will continue to work in collaboration with the Coalition through the National Health and Safety Committee to identify and implement strategies on maintaining safety in the workplace. A comprehensive workplace violence prevention program may include, but not be limited to the following topics:

- (1) methods for identifying work practices and environmental factors that may lead to violence; this shall include a review of all workplace violence incidents that occurred in the facility, service, or operation within the previous year, whether or not resulting in an injury;
- (2) measures that will reduce the risks for violence, including training for employees;
- (3) procedures for responding to violence if it occurs; including coordination with facilities workplace violence procedures;
- (4) the provision of support to staff who have experienced workplace violence; and

- (5) training in techniques for recognizing potentially violent situations/behavior; defusing violent situations; and protecting themselves.

Section 6. Personal protective clothing and equipment as defined by OSHA shall be furnished and maintained by the Employer without cost to employees whenever such equipment is required as a condition of employment or is required by OSHA or other applicable laws and regulations. Personal protective clothing and equipment shall be provided in sufficient quantities and in various sizes to fit employees and shall be readily accessible. Employees shall be trained as required by OSHA in regard to personal protective clothing and equipment. Employees are required to wear personal protective equipment as designed when required by the task defined by the Exposure Control Plan.

Section 7. Evacuation Plans and Safety Zones. All staff will be informed of all of the evacuation plans and designated safe zones will be discussed with the sponsor and staff prior to the start of the blood drive including, but not limited to an active shooter on the premises, tornado and fire exits, etc. When evacuation plans and safety zone plans are unavailable the American Red Cross Emergency Action Plan will be the default guidance.

Section 8. Training Programs. All employees shall successfully complete all necessary training prior to being assigned work (e.g., all employees will complete health and safety training prior to being assigned to task). Nothing in this Article or provision shall constitute a waiver of either party's bargaining obligations or defenses. The Employer still has an obligation to notify and bargain changes in terms and conditions of employment with the exclusive representative.

Section 9. Information. The Red Cross shall provide all health and safety information, at least quarterly, to the Union members of the joint national and regional health and safety committee. This information shall include but not be limited to the OSHA 300 injury and illness logs, the Sharps Safety log, and other health and safety reports generated internally and externally.

Section 10. Within six (6) months of ratification of this Agreement, the joint national health and safety committee shall work collaboratively with the Problem Management Group to develop a Needlestick Prevention Program to investigate and monitor needlestick and sharps injuries and near misses and to investigate and make recommendations for safer equipment and procedures.

Section 11. The joint national health and safety committee shall undertake a review of cross-training efforts to determine the impact on injuries and make recommendations for their prevention or control within six (6) months of ratification of this Agreement.

Section 12. Prior to proposing or implementing any safety and health initiatives or modifications to existing plans, the Employer shall receive pre-decisional input from the joint health and safety committee on the proposed changes. Except in cases where regulatory changes require immediate action, every effort will be made for pre-decisional input, however, where not possible, a discussion regarding the change will still occur with the committee. Nothing in this section shall constitute a waiver of the Employer's obligation to notify and bargain changes to the extent required by law or the Union's right to assert any claims or defenses.

### ARTICLE 19. HEALTHCARE

Section 1. Bargaining unit employees with one (1) year or more of service will be provided coverage for the duration of this contract through the "Full Coverage" Team Care Plan ("Team Care"), which includes dental, vision, life, short term disability, medical and prescription drug benefits.

Prior to January 1, 2020, bargaining unit employees with less than one (1) year of service will be provided coverage through the "Medical Only" plan. On January 1, 2020, all bargaining unit employees enrolled in the Medical Only plan shall be enrolled in the Full Coverage plan, and the Medical Only plan will be eliminated. The rates for 2019 and a further description of the plan and rates are referenced in Appendix C to this National Addendum. Additionally, the following benefit adjustments shall be made on January 1, 2019 (unless otherwise noted):

- A. The Short Term Disability benefit for full-time employees shall be increased to \$450 per week. Part-time employees shall continue to receive the current benefit: \$300 per week for the first ten weeks and \$350 per week for the following sixteen weeks.
- B. The Basic Life Insurance benefit and Accidental Death and Dismemberment benefit for bargaining unit employees shall be increased to \$40,000.
- C. Red Cross shall provide bargaining unit employees with the option to supplement their life insurance by electing up to five (5) times their annual base pay, subject to carrier underwriting rules.

- D. Red Cross shall provide bargaining unit employees with the option to purchase a Long Term Disability benefit.

Section 2. For the January 2019 calendar year rates for Team Care, the Red Cross will pay 100% of any annual premium increase from the 2018 rates. This shall not exceed three percent (3%), plus the additional costs associated with the new life and short term disability benefits.

The Employer and Employee premium cost share shall remain unchanged at the 2019 percentages for each tier of coverage for the duration of this contract. Any subsequent annual premium increases will be assigned per the 2019 percentages.

The Parties agree that the annual premium increases shall not exceed 3% in 2019 (plus the additional costs associated with the new life and short term disability benefits); 4% in 2020; and 6% in 2021.

Section 3. Both full-time and part-time employees may opt out of health care coverage (at time of hire, annual enrollment or due to a qualifying event), providing they show proof of alternate coverage and are in compliance with current or future requirements under the ACA or comparable laws. Additionally, the following provision will apply:

- A. Red Cross shall not be required to make a contribution on behalf of any employees who do not enroll in coverage.

Section 4. Employees currently with a Healthcare Spending Account (HSA) may maintain their current funds and such funds will remain available for their use until they are exhausted. The Red Cross does not administer or have any responsibility for these accounts.

Section 5. New hires are eligible to enroll in the program eight (8) weeks after their date of hire. No Employer or Employee premium payments shall be required during the eight (8) week eligibility period.

Section 6. Consistent with Article 5, Section 3, all current and new regular part-time employees will have the option of enrolling in health coverage with Team Care for the life of this Agreement. The Red Cross will only be required to make its contributions for those employees who actually enroll.

### ARTICLE 20. FLEXIBLE SPENDING ACCOUNTS

Section 1. Employees may enroll in Flexible Spending Accounts (FSA) for qualified medical expenses for the duration

## NATIONAL ADDENDUM – AMERICAN RED CROSS

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of this National Addendum. This shall include the use of a debit card for expenses.

Section 2. For the duration of this National Addendum, employees may continue to enroll in Dependent Care FSA for reimbursement of qualified Dependent Care expenses, and in the standard Personal Plans and Discounts voluntary benefit programs (including critical illness, accident, homeowners insurance, etc.) under the current terms and provisions in effect. At its discretion, the Red Cross may change these programs, vendors, and rates at any time.

### ARTICLE 21. RETIREMENT PLAN

Section 1. All eligible employees can participate in the American Red Cross Savings Plan 401(k).

#### Section 2.

- A. The Red Cross has determined that the Annual Red Cross Contribution ("ARCC") and the Points-Based Employee Contribution ("PBEC") shall be eliminated effective July 1, 2015. Eligible employees who retire or whose employment terminates on or after July 1, 2015 shall have only those benefits derived from the ARCC and the PBEC that have accrued as of June 30, 2015 based on the terms of the American Red Cross Savings Plan. Those amounts that are earned prior to July 1, 2015, will be maintained.
- B. The Red Cross will continue to administer the other terms of the Savings Plan in accordance with the terms of that Plan for eligible employees, including a matching contribution up to 4% of the employee's salary.

Section 3. The Union Coalition and the Red Cross has established a joint committee to identify and discuss future retirement plan options, including but not limited to a 401(k) auto enroll options, that the parties may consider in the future. The joint committee shall also consider healthcare and other related benefits.

### ARTICLE 22. ADVANCE NOTICE

Section 1. The Employer shall provide the Union and the Coalition of Unions' Chairperson with reasonable advance notice of not less than thirty (30) calendar days prior to effecting changes in personnel policies, practices or conditions of employment which impact more than one Local within the Union Coalition. The Employer's notice shall be in writing and identify the following: specific changes in policies, directives, procedures, or practices and proposed effective date of the change.

Section 2. For changes that are national in scope, the Employer will notify each affected Local Union's designated representative(s) and simultaneously provide an electronic courtesy copy of the notice and its attachments to the Coalition of Unions' Chairperson or his/her designee.

Within thirty (30) calendar days of receipt of the notice, the Union Coalition may request a briefing on behalf of all of the affected Local Unions on the proposed change(s) from the Employer. During the briefing, the Employer shall provide additional information regarding the proposed change(s) and the Unions will be permitted to ask questions and comment regarding the same. If a briefing occurs, then a Union may invoke its right to negotiate the effects of the proposed change within seven (7) calendar days after the briefing. The Union may also take legal or other action challenging the legal validity of such changes.

Section 3. Nothing herein is intended to act as a waiver on behalf of the Union of its rights or defenses to legally challenge any such employer proposed and/or implemented changes. Further, this is not a waiver, of any kind, of the Unions' right and the employer's obligation to bargain mandatory subjects.

### ARTICLE 23. NATIONAL GRIEVANCE AND ARBITRATION PROCEDURE

#### Section 1. Definition

A "national grievance" is defined as any complaint or dispute arising under and during the term of this National Addendum raised by the employee or Union against the Employer, or by the Employer against the Union, involving an alleged violation, misinterpretation or misapplication of a provision of this National Addendum. All such disputes shall be adjusted and settled solely and exclusively in accordance with the procedures set forth in this Article (unless a specific Article in the National Addendum contains its own dispute resolution mechanism).

#### Section 2. Procedure

Step 1 - A national grievance must be filed within thirty (30) calendar days of when the Union or affected employee(s) should have become aware of the events giving rise to the dispute. The national grievance shall be reduced to writing and presented to the appropriate Director of Labor Relations, or his/her designee with a copy submitted to the Coalition. The Union Representative, employee(s) involved and the appropriate Director of Labor Relations or his/her designee(s) shall meet within ten (10) calendar days after the national

grievance is presented to attempt to resolve the grievance. The appropriate Director of Labor Relations or his/her Representative and a copy to the Coalition within ten (10) calendar days of such meeting.

Step 2 – Any national grievance unresolved at Step 1 may be advanced by the Local Union to the National Grievance Committee. The National Grievance Committee shall consist of an equal number, but no more than four (4) representatives from each party (Coalition, Red Cross) and shall meet quarterly. Any national grievance referred to the National Grievance Committee at least twenty-one (21) calendar days before the next quarterly meeting will be considered at such meeting. The deadline for the National Grievance Committee to issue a written decision shall be ten (10) calendar days after it meets on a case. National grievances can be resolved at Step 2 only by majority decision of the National Grievance Committee in a written decision signed by members of the National Grievance Committee. A decision of the National Grievance Committee shall be final and binding on the Company and the Union.

### Section 3. Arbitration

- A. If the National Grievance Committee cannot reach a majority decision and is deadlocked, the Local Union or Employer may refer the matter to the neutral arbitrator who shall make the decision. The arbitrator shall issue a concise decision on the underlying grievance by bench decision unless otherwise agreed to by the parties.
- B. The fees and expenses of the arbitrator, as well as hearing room and transcript costs, shall be borne equally by the parties. Each party shall be responsible for any costs associated with their representatives.
- C. The parties shall agree to a panel of five (5) National Academy of Arbitrators (NAA) certified permanent arbitrators, among whom cases will rotate, subject to each arbitrator's availability, in the hearing of cases arising under this National Addendum. Prior to the first meeting, the National Grievance Committee shall agree upon the list of standing arbitrators, as well as the procedure for replacing an arbitrator who is no longer available during the term of this Agreement.

### Section 4. Time Limit for Filing

The parties may mutually agree in writing to extend any of the time limits set forth in this Agreement.

### Section 5. Authority of the Arbitrator

designee shall provide a written answer to the Union

The decision of the arbitrator on any matter which shall have been submitted in accordance with the provisions of this National Addendum shall be final and binding on the Employer, Union and the employees. The arbitrator shall have no authority to add to, subtract from or otherwise alter the provisions of this Agreement, or impose on either the Employer or the Union any limitation or obligation not specifically provided for under the terms of this Agreement.

## **ARTICLE 24. SEPARABILITY AND SAVINGS CLAUSE**

Section 1. Separability: The Employer and Coalition 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 National Addendum, 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 National Addendum 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.

Section 2. In the event that any Article or Section is held invalid or enforcement or compliance with which has been restrained as above set forth, the parties affected thereby shall meet and confer regarding the affected provisions. If the parties are unable to arrive at mutually agreeable substitute language, then the matter shall be referred to a neutral arbitrator pursuant to Article 23 who shall resolve the dispute via interest arbitration.

## **ARTICLE 25. DURATION, TERMINATION AND RATIFICATION**

### Section 1. Duration and Termination

This Addendum and Local Agreements shall take effect upon ratification of the National Tentative Agreement/Addendum (NTA) and Local Tentative Agreement (LTA). The National Addendum and Local Agreements shall remain in full force and effect until September 30, 2021, which shall be the contracts' expiration date. These agreements shall then renew themselves from year to year unless either party to the Agreement provides written notice to the other party at least sixty (60) days prior to the expiration of this Agreement of a desire to change, amend, or terminate these Agreements.

### Section 2. Practices

All past practices not superseded by the National Addendum or in conflict with the National Addendum or law, shall continue during the duration of this National Addendum.

### Section 3. Ratification

- A. The NTA and LTA shall not be binding on a Local Union or the American Red Cross until ratified (where applicable) by the Local (or all affiliated Locals of an International as provided for in their constitution and/or bylaws). Both the NTA and LTA must be ratified together, and there will be no further negotiations of or modifications to the NTA or an LTA after ratification unless mutually agreed to by the parties in writing.
- B. First Contracts. (1) Local Unions that have yet to negotiate first contracts will vote to ratify the National Addendum. If ratified, the National Addendum shall apply to those bargaining unit employees immediately. Thereafter, the Local Parties will meet to negotiate their First Local Collective Bargaining Agreements by October 1, 2018. The local parties shall negotiate terms and conditions of employment consistent with the National Addendum, and ratify their Local Agreements in accordance with their bylaws and constitution.  
  
(2) For those Coalition Unions whose Constitution allows newly-organized bargaining units to become covered by the National Addendum without an individual ratification vote by the bargaining unit, the Employer agrees that it will use its best efforts to implement the National Addendum as soon as practicable after the date the election results are certified, but in no event shall that be later than the first of the month following sixty (60) days after election results are certified. These new bargaining unit employees still will be eligible to receive TeamCare on the first of the month after eight (8) weeks from the date of certification.

### MEMORANDUM OF UNDERSTANDING NO. 1 – REGISTERED NURSES

This Memorandum of Agreement is by and between the American Red Cross (the “Employer”) and the following International and Local Unions (collectively the “Unions”):

Service Employees International Union (SEIU)  
American Federation of Teachers (AFT)/Health Professionals & Allied Employees (HPAE)  
American Federation of State, County and Municipal Employees (AFSCME)  
Oregon Nurses Association  
Local 3145, American Federation of State, County and Municipal Employees  
SEIU Healthcare Michigan

1. The Employer and the Unions agree that in connection with Article 9 Staffing, Section 5 A4, the Employer will not layoff any member of the ‘Licensed Staff’ (defined as a Registered Nurse or Licensed Practical Nurse or job titles requiring equivalent licenses) for the purposes of implementing its right to utilize non-licensed staff (or lower level licensed staff). This prohibition against layoffs of licensed staff in connection with the utilization of non-licensed staff (or lower level licensed staff) will extend for the duration of the National Addendum.
2. The Employer is under no obligation to replace licensed staff who leave the employment of the Red Cross with similarly licensed staff.
3. This prohibition against layoffs is limited strictly to the implementation of Article 9 Staffing. Layoffs of licensed staff may occur as part of a reduction of force that is targeted at multiple job classifications and is based upon financial reasons not directly related to the implementation of this provision. Such reasons may include a closure or reduction of a location, district, region or subset thereof; or a substantial documented loss of revenue or loss of a hospital contract.



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### **MEMORANDUM OF UNDERSTANDING NO. 2 – SEVERANCE**

This MOU is entered into between the Employer (American Red Cross) and the Coalition (any “Local Union” which may become a party to the National Addendum), as part of the National Addendum. This letter is intended to memorialize the intent of the parties.

There is no national severance benefit agreement between the Coalition and ARC. Severance benefits shall be negotiated on a local basis. Where coalition employees who are involuntarily terminated due to a reduction in force and the local contract does not have a severance provision, the parties shall meet and negotiate in good faith regarding severance eligibility and benefits.



### MEMORANDUM OF UNDERSTANDING NO. 3 – SCHEDULING ADVISORY GROUP

Section 1. The purpose of the SAG MOU is to document the intentions of the union coalition members and Red Cross management, recognizing that both parties desire an outcome demonstrating improved processes and resulting in an improved work/life balance for the employees. As referenced in Article 10, Section 2, the priorities are:

- Getting the time off requested (PTO)
- Number of hours worked per week, including mandatory overtime, and Saturday and Sunday assignments
- Getting off at the scheduled end time of a drive
- Travel distance to the blood drive
- Schedules that do not change after posting

Section 2. Schedule generation and distribution beyond the current 3-week Collections schedule will be prioritized accordingly by the SAG, identifying additional opportunities (beyond Article 10, Section 4) to improve lead time while also reducing changes. It is understood that different functions may have different scheduling requirements and processes based on the nature of the work being performed.

In reference to Article 10 Section 4, through efforts of the SAG, we shall endeavor to implement a two (2) day Collections schedule review period on or before December 31, 2019.

Section 3. In effort to approve more time off for bargaining unit employees and ensure that operations are properly staffed, the Scheduling Advisory Group will help refine the PTO request process outlined below with the intent to initiate rollout of a model program recommendation to all bargaining unit employees on or before July 1, 2019. The Employer and Local Union shall meet to negotiate a program, which includes, but is not limited to the topics below. Local unions who already have effective PTO approval programs may opt out of the process. The Scheduling Advisory Group will continue to provide regular updates on progress and results to the Senior Partnership Committee (SPC).

- a. 3 solicitation periods open (180-day, 90-day and 30-day) at defined intervals throughout the year will be offered.
- b. Employees will be permitted to request leave on anticipated leave accrual through the solicitation period(s) open.
- c. Acquisition Planning and Scheduling (APS) will first process multi-day requests in seniority order, followed by single day requests in seniority order.
- d. Months, weeks and days outside of the defined solicitation periods will be closed and PTO requests submitted for these timeframes will not be considered except for leave requests made within the 30-day period.
- e. Other items that should be incorporated into the recommended PTO request process include, but are not limited to a deadline to respond to PTO requests, the percentage of leave available during each solicitation period, etc.

Section 4. The Red Cross commits to continuing the two (2) consecutive days off initiative for Collections staff through the work of the Scheduling Advisory Group (SAG). Within six (6) months of implementing this Agreement, the SAG will work collaboratively to assess and develop a plan for a pilot related to two (2) consecutive days off for other bargaining unit employees, including but not limited to employees in Fixed Sites, Hospital Services, etc.

The approach to the scheduling solution related to two (2) consecutive days off will adhere to provisions in the Local Agreements, including whether the Local Union would like to opt out of this initiative.

Section 5. The Employer will make its best effort to avoid fixed sites late ends. The Red Cross commits to establishing a Fixed Site Taskforce including fixed site bargaining unit employees, union representation and ARC Management, including Fixed Site CCE and

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APS Executive. The Taskforce will hold its first meeting within three (3) months post ratification with the intent to address late ends in the fixed site operations. The Taskforce will compare fixed site late end definitions against staff schedules and identify solutions to be implemented within ninety (90) days of solution development, sooner if operationally feasible. If there are still problems after the 90 days, they will be escalated to the SPC.

In witness whereof, the parties have executed this Agreement this 7th day of February, 2019.

For American Red Cross:

By: \_\_\_\_\_

*[signatures on file]*

For the Union Coalition:

On Behalf of AFSCME Local Unions:

By: \_\_\_\_\_

On Behalf of AFT Local Unions:

By: \_\_\_\_\_

On Behalf of CWA National:

By: \_\_\_\_\_

On Behalf of IBT Local Unions:

By: \_\_\_\_\_

On Behalf of IUOE Local Union 542:

By: \_\_\_\_\_

On Behalf of SEIU Local Unions:

By: \_\_\_\_\_

On Behalf of UAW Local Unions:

By: \_\_\_\_\_

On Behalf of UFCW Local Union 75:

By: \_\_\_\_\_

On Behalf of UFCW Local Union 1059:

By: \_\_\_\_\_

On Behalf of USW Local Unions:

By: \_\_\_\_\_

### APPENDIX A – LIST OF COALITION UNIONS

AFSCME Council 31, Local 2691  
AFSCME Local 1199DC NUHHCE  
AFSCME Local 3145  
AFSCME Local 3652 NUHHCE  
AFSCME Local 3931  
AFT - Local 5103 HP AE  
AFT - Oregon Nurses Association Local 5905  
CWA Local 1118  
CWA Local 1122  
CWA Local 1123  
CWA Local 13000  
CWA Local 13500  
CWA Local 2100  
CWA Local 2201  
IUOE Local 542  
SEIU Healthcare Michigan  
SEIU Local 1199 UHE-Mass.  
SEIU District 1199 WKO  
SEIU Local 1989  
SEIU Local 521  
SEIU Local 721  
SEIU Local 221  
Steelworkers Local 254  
Steelworkers Local 9287  
Teamsters Local 170  
Teamsters Local 223  
Teamsters Local 243  
Teamsters Local 25  
Teamsters Local 337  
Teamsters Local 340  
Teamsters District Council 2, Local 388M  
Teamsters Local 391  
Teamsters Local 414  
Teamsters Local 507  
Teamsters Local 523  
Teamsters Local 542  
Teamsters Local 554  
Teamsters Local 570  
Teamsters Local 63  
Teamsters Local 682  
Teamsters Local 71  
Teamsters Local 728  
Teamsters Local 760  
Teamsters Local 795  
Teamsters Local 839  
Teamsters Local 929  
UAW Local 2322  
UAW Local 771  
UFCW Local 1059  
UFCW Local 75

**APPENDIX B – PREMIUM PAY RATES**

**Premiums associated with how an employee is scheduled**

**1. Standard Shift Differentials**

- a. Employees whose work hours (some or all) occur during hours that fall outside of what is considered to be 1<sup>st</sup> shift, will be compensated with a shift differential for the hours worked that fall into a 2<sup>nd</sup> or 3<sup>rd</sup> shift category. Any hours worked during 1<sup>st</sup> shift will be compensated at their normal rate of pay.
- b. Unpaid time (such as PTO) does not receive shift differential.
- c. Part-time and full-time staff are eligible for shift differentials. No variation in premiums due to geographic location.
- d. Employees require supervisor approval to work beyond their scheduled shift.
- e. To the extent that an employee does not fall under one of the functions in Section 2 below, his/her shift differential will be as follows:

*Table 14.1*

| <b>Standard Shift Differential</b>       |                      |
|--|----------------------|
| <b>Shift</b>                             | <b>Monday-Friday</b> |
| <b>1<sup>st</sup> Shift: 6a-6p</b>       | Base pay             |
| <b>2<sup>nd</sup> Shift: 6p-midnight</b> | \$1.75/hour          |
| <b>3<sup>rd</sup> Shift: midnight-6a</b> | \$2.25/hour          |

**2. Shift Differential & Weekend Premiums by Function**

- a. Employees will be compensated with the below premiums for hours worked on the weekend, based on their function, as follows:
  - (i) Manufacturing and Testing – *Weekend premiums begin Friday at 11pm*

*Table 14.2*

| <b>Manufacturing</b> |            | <b>Testing</b> |            |                |
|----------------------|------------|----------------|------------|----------------|
| <b>Shift</b>         | <b>M-F</b> | <b>Weekend</b> | <b>M-F</b> | <b>Weekend</b> |
| <b>7a-3p</b>         | Base pay   | \$1.25         | Base pay   | \$1.50         |
| <b>3p-11p</b>        | \$1.75     | \$2.75         | \$2.00     | \$2.25         |

|               |        |        |        |        |
|---------------|--------|--------|--------|--------|
| <b>11p-7a</b> | \$2.25 | \$3.25 | \$2.50 | \$2.75 |
|---------------|--------|--------|--------|--------|

- (ii) IRL, Therapeutic Apheresis, Telerecruitment, Collections - *Weekend premiums begin Friday at 6pm*

Table 14.3

|               | IRL      |        | Therapeutic Apheresis |        | Telerecruitment |        | Collections  |          |        |
|---------------|----------|--------|-----------------------|--------|-----------------|--------|--------------|----------|--------|
| Shift         | M-F      | Wknd   | M-F                   | Wknd   | M-F             | Wknd   | Shift        | M-F      | Wknd   |
| <b>6a-6p</b>  | Base pay | \$2.00 | Base pay              | \$1.50 | Base pay        | \$2.00 | <b>6a-6p</b> | Base pay | \$1.25 |
| <b>6p-12a</b> | \$2.00   | \$3.00 | \$2.00                | \$2.50 | \$2.00          | \$2.00 | <b>6p-6a</b> | \$1.75   | \$2.50 |
| <b>12a-6a</b> | \$3.00   | \$4.00 | \$3.00                | \$3.50 | None*           | None*  |              |          |        |

\*Currently, Tele-recruitment does not have a third shift, however they may choose to hire for third shift in the future and would like the option to offer differentials at that time.

- b. To the extent an employee does not fall under one of the above functions, his/her weekend premium will be as follows:

- (i) *Weekend premiums begin Friday at 6pm*

Table 14.4

| Standard Weekend Premiums                |             |
|--|-------------|
| Shift                                    | Weekend     |
| <b>1<sup>st</sup> Shift: 6a-6p</b>       | \$1.25/hour |
| <b>2<sup>nd</sup> Shift: 6p-midnight</b> | \$2.00/hour |
| <b>3<sup>rd</sup> Shift: midnight-6a</b> | \$2.50/hour |

- c. Baylor Plan

Anyone hired for or working three 12 hour shifts over the weekend (Saturday, Sunday and any other day during the week) gets paid for 40 hours at the weekend premium rate.

### 3. On-call pay (stand-by to be called in to work)

- a. On-call is the time in which an employee is expressly assigned to be available to take a call from work which could include notice to come into work. It does not mean an employee will be called.
- b. Employees who are required to perform on-call duties will be compensated at the following rates:

Table 14.5

|                              | Monday-Thursday | Friday, Saturday, Sunday and Holiday |
|------------------------------|-----------------|--------------------------------------|
| <b>Standard</b>              | \$10/day        | \$15/day                             |
| <b>IRL</b>                   | \$2.25/hour     | \$2.75/hour                          |
| <b>IRL Reviewers</b>         | \$1.50/hour     | \$2.00/hour                          |
| <b>Therapeutic Apheresis</b> | \$15/day        | \$25/day                             |

\* When the daily rate applies, on-call days are defined as a 24-hour period from 7am-7am.

4. Call-in pay (a minimum # of hours to be compensated if you are called in to work)

- a. Employees who are called in to work, outside of their normal work schedule for that day/week, will be compensated with a minimum of 3 hours of regular time or their actual hours worked, whichever is greater. Any hours that are paid, that are not the result of actually working, will not count towards an employee's 40 hours for that week for overtime purposes.

Table 14.6

|                              | Minimum | Parameters   |
|------------------------------|---------|--|
| <b>Standard</b>              | 3 hours | <ul style="list-style-type: none"> <li>The 3 hour guarantee only applies when the employee must come in to the office to work</li> </ul>   |
| <b>IRL</b>                   | 3 hours | <ul style="list-style-type: none"> <li>Work performed at call in is 1.5x</li> </ul>  |
| <b>Therapeutic Apheresis</b> | 3 hours | <ul style="list-style-type: none"> <li>Minimum 3 hours if called in. Compensate for all hours worked – including those in preparation for the treatment and taking calls to/from medical director and treating physician.</li> <li>Prep work and consults are at straight time rate up to 40 hours worked in a pay week. Standard overtime rules apply.</li> <li>Work performed at call in is paid the straight time rate up to 40 hours of work. All work beyond 40 is at 1.5x (not pyramided)</li> <li>Require staff to IVR or online punch weekly work to track time taking calls, time traveling and time working</li> </ul> |



### 5. Skill-Based Premiums

Premiums will be paid to certain employees who are performing additional skill-based duties, on an occasional basis, in the following manner:

- a. Double Red Cell (DRC): Collections staff, other than Collections Technician IIIs,\* collecting DRC shall be compensated at the rate of \$1.50 per hour. The premium will apply to all hours an employee works on that day, and will be paid in addition to any shift or weekend differentials.
- b. Charge (Collections Specialist II): Charge staff shall be compensated at the rate of \$2.50 per hour. The premium will apply to all hours an employee works on that day, and will be paid in addition to any shift or weekend differentials.
- c. Trainer: Provides both classroom and/On-the-job instruction to develop new skills in a staff member and can also perform competency assessments for other staff members. This designation requires successful completion of trainer/instructor certification (by Red Cross regulated standards).
- d. Employees performing the trainer function as described above will be compensated at the rate of an additional \$1.25/hr., and will be compensated at a half day minimum, for example, 1 - 4 hours will receive 4 hours; and, greater than 4 hours (for an 8-hour work day), the premium will apply to all hours an employee works on that day. Trainer differential will be paid in addition to any shift or weekend differentials.
- e. Instructor (OJI): An OJI performs training that occurs in the live environment prior to authorization to perform independently and can also perform competency assessments. OJI designation requires the successful completion of a trainer/instructor certification (by Red Cross regulated standards).
- f. Employees performing the OJI function as described above will be compensated with an additional \$1.25/hr., and will be compensated at a half day minimum, for example, 1 - 4 hours will receive 4 hours; and, greater than 4 hours (for an 8-hour work day), the premium will apply to all hours an employee works on that day. OJI differential will be paid in addition to any shift or weekend differentials.
- g. Translator: This designation requires successful completion of an assessment (by Red Cross regulated standards).
  - (i) Employees performing in the Translator function will be compensated at the rate of an additional \$1.25/hr., and will be compensated at a half day minimum, for example, 1 - 4 hours will receive 4 hours; and, greater than 4 hours (for an 8-hour work day), the premium will apply to all hours an employee works on that day. Translator differential will be paid in addition to any shift or weekend differentials.
- h. Preceptor: *This terminology should no longer be used.*

**APPENDIX C – 2019 TEAM CARE RATES AND DESCRIPTION**

**Full-Time Employees**

| Service Over 1 Year       | Monthly Premium | Monthly Red Cross Contribution | Employee Per Pay Period Contribution (24 Annual) |
|---------------------------|-----------------|--------------------------------|--|
| Employee Only             | \$ 717.49       | \$ 631.89                      | \$ 42.80   |
| Employee + Spouse/Partner | \$ 1,382.99     | \$ 1,033.51                    | \$ 174.74  |
| Employee + Child(ren)     | \$ 1,497.48     | \$ 1,118.96                    | \$ 189.26  |
| Employee + Family         | \$ 1,955.64     | \$ 1,460.92                    | \$ 247.36  |
| Service Less Than 1 Year  | Monthly Premium | Monthly Red Cross Contribution | Employee Per Pay Period Contribution (24 Annual) |
| Employee Only             | \$ 673.53       | \$ 592.63                      | \$ 40.45   |
| Employee + Spouse/Partner | \$ 1,301.53     | \$ 971.49                      | \$ 165.02  |
| Employee + Child(ren)     | \$ 1,443.27     | \$ 1,077.27                    | \$ 183.00  |
| Employee + Family         | \$ 1,845.06     | \$ 1,377.18                    | \$ 233.94  |

**Note: Premium rates need to be adjusted to reflect PT ees will not receive \$450/wk STD**

**Part-Time Employees**

| Service Over 1 Year       | Monthly Premium | Monthly Red Cross Contribution | Employee Per Pay Period Contribution (24 Annual) |
|---------------------------|-----------------|--------------------------------|--|
| Employee Only             | \$ 717.49       | \$ 527.23                      | \$ 95.13   |
| Employee + Spouse/Partner | \$ 1,382.99     | \$ 600.65                      | \$ 391.17  |
| Employee + Child(ren)     | \$ 1,497.48     | \$ 613.26                      | \$ 442.11  |
| Employee + Family         | \$ 1,955.64     | \$ 663.72                      | \$ 645.96  |
| Service Less Than 1 Year  | Monthly Premium | Monthly Red Cross Contribution | Employee Per Pay Period Contribution (24 Annual) |
| Employee Only             | \$ 673.53       | \$ 493.75                      | \$ 89.89   |
| Employee + Spouse/Partner | \$ 1,301.53     | \$ 563.01                      | \$ 369.26  |
| Employee + Child(ren)     | \$ 1,443.27     | \$ 578.57                      | \$ 432.35  |
| Employee + Family         | \$ 1,845.06     | \$ 622.92                      | \$ 611.07  |

