

TEAMSTERS RED CROSS CONTRACT VOTE

VOTING NOTICE



TEAMSTERS RED CROSS CONTRACT VOTE

October 26, 2018



Dear Teamsters Red Cross Member,

The Teamsters Red Cross Contract Vote is being conducted by secret ballot using the telephone and Internet, through the BallotPoint Election Services voting system. To vote, please refer to the **Voting Instructions** given below. *You may recast your vote at any time during the voting period, but only your last vote will be counted.* If you have any questions, please contact your Local.

Beginning Noon (ET) Monday, November 5, and ending 4:00 PM (ET) Thursday, November 8, you may request replacement access credentials. Contact your Local for assistance.

Voting closes: 12:00 Noon ET on Friday, November 9, 2018

Votes tallied: 4:00 PM ET on Friday, November 9, 2018

VOTING INSTRUCTIONS

You will have about 15 minutes to cast your vote (whether by phone or by Internet) once you have accessed the BallotPoint system. To help you cast your vote successfully, you can prepare your selections before calling or logging in by reviewing the **Voting Guide** shown on the back of this page.

1. **To vote by phone:** Call **1.800.238.7077** or **1.800.229.0668** toll-free within the US, Canada, and Puerto Rico. Outside these toll-free areas call **1.503.419.1112** or **1.503.419.1110**. Enter the Access Code shown above when prompted.
To vote by Internet: Go to: <https://es1.BallotPoint.com/IBT> or <https://es2.BallotPoint.com/IBT> – be sure to type the **s** in **https**. Enter the Access Code shown above and click **LOGIN**.
2. Follow the directions to cast your vote. Done!

Please exercise your right by casting a ballot.

VOTING GUIDE

NATIONAL ADDENDUM, American Red Cross and Coalition of American Red Cross Unions

- YES, I vote for the NATIONAL ADDENDUM. *(phone: say or press 1)*
- NO, I vote against the NATIONAL ADDENDUM. *(phone: say or press 2)*

Tentative Agreement Between Teamsters Local 170 and American Red Cross Blood Services, New England Region

- YES, I vote for the Tentative Agreement. *(phone: say or press 1)*
- NO, I vote against the Tentative Agreement. *(phone: say or press 2)*



October 26, 2018

Dear American Red Cross Teamster,

Enclosed for your review and vote is the tentative American Red Cross National Addendum, local agreement and summary of the three-year National Addendum. Please read the voting information carefully and cast your vote via the Internet or by phone (voting instructions are also enclosed).

Please submit your vote online or by telephone right away. All votes must be received no later than noon EST on Friday, November 9, 2018.

On September 20, 2018, leaders from Teamster local unions that represent American Red Cross (ARC) workers overwhelmingly endorsed the tentative National Addendum. The tentative National Addendum includes numerous major gains for workers, including:

Improved health care benefits. This includes no increase to deductibles and the ability to opt out. TeamCare is no longer mandatory. New hires and current bargaining unit employees may opt out of these benefits. On January 1, 2020, the “medical only” plan will be eliminated and all bargaining unit employees will be eligible to participate in the full coverage plan which includes medical, dental, vision and other benefits (see summary for more details).

Voluntary cross-training program. This will allow collections technicians (CTs) hired prior to January 1, 2016 to volunteer to drive DOT vehicles. Mobile unit assistants (MUAs) who cross-train will continue to receive a 3-6% base wage increase upon successfully completing cross-training. At multi-union locations, MUAs will have the option of fully cross-training or cross-train in either phlebotomy or health history, but not both, and will receive the negotiated wage increases (see summary for more details).

8.25% wage increase. Three pay periods after the contract ratification, bargaining unit employees will receive a 2.25% increase in their base wage, as well as a one-time lump sum payment of \$400 for full-time employees and \$200 for part-time employees; and a 3% increase every year thereafter for the duration of the National Addendum—a total 8.25% wage increase over the course of the contract (see summary for more information).

Other major improvements include:

- Safety and health protections;
- PTO pilot program to increase PTO usage;
- Uniform allowance increase;
- Late starts for turnaround time violations;
- Direct input in Drive Staffing Plan; and
- Many more improvements.

The vote will be by secret ballot as it always has been, but this time members will vote via the Internet or phone. The vote will be conducted through the BallotPoint Election Services voting system. In the voting information packet you will find the National Addendum and a summary of the highlights. But instead of a paper ballot, you will find an individual access code and simple instructions on how to use the access code to vote by telephone or Internet.

BallotPoint is an election services provider which has specialized in electronic balloting and polling since 1999. The company has conducted nearly 4,000 union elections with nearly 2 million votes cast, and have never had an election compromised. Their system is secure and protects the secrecy of each member's vote. In other words, no one will know how you voted! The Teamsters Union has used BallotPoint extensively over the past three years to conduct contract ratifications, including the recent UPS election. All of the ratifications were conducted without incident or challenges.

For more information on BallotPoint, visit their website at www.ballotpoint.com.

The Teamsters are part of a coalition of unions that negotiated the tentative national addendum—nine strong labor unions in all. The coalition represents more than 4,500 vital health care workers in 24 states. In addition to the more than 1,500 ARC workers represented by the Teamsters, the coalition includes members of the Health Professional and Allied Employees of the AFT, AFSCME, SEIU, UAW, UFCW, IUOE, USW and CWA. Every day, you provide an incredibly important service for your communities. You protect the public's health. You deserve the same kinds of protections in your work lives and we believe this National Addendum achieves that.

Thank you for your continued support.



Nina Bugbee, Teamsters Lead Negotiator
Coalition Bargaining Committee and
President of Teamsters Local 332

CONTRACT HIGHLIGHTS

- **Improved Health Care Benefits** *including no increase to deductibles and the ability to opt out*
- **8.25% Wage Increase** *over the course of the contract*
- **Voluntary Cross-Training** *for collections technicians and a driver premium*
- **Safety and Health Protections**
- **PTO Pilot Program** *to increase PTO usage*
- **Uniform Allowance Increase**
- **Late Starts** *for turnaround time violations*
- **Direct Input in Drive Staffing Plans**



SUMMARY OF 2018-2021 RED CROSS NATIONAL TENTATIVE ADDENDUM

Compensation

In late November 2018, bargaining unit employees will receive a 2.25% increase in their base wages, as well as a one-time lump sum payment of \$400 for full-time employees and \$200 for part-time employees; and a 3% increase every year thereafter for the duration of the National Addendum.

Additionally, a 1% increase will be applied to new-hire starting salaries and any local wage tiers during the first year, and 2% every year thereafter.

A joint process has been created to address compensation within Red Cross job markets to ensure that bargaining unit employees are paid competitive wages. Once the market survey is conducted, it will be reviewed and discussed by the Senior Partnership Committee (SPC), which will make recommendations to the regions. Local unions will have an opportunity to bargain changes to wages based on the SPC's recommendations.

Health Care

There are several changes that have been made to health care as a result of the feedback received from bargaining unit employees. First, TeamCare is no longer mandatory—new hires and current bargaining unit employees may opt out of these benefits. Additionally, on January 1, 2020, the "medical only" plan will be eliminated and all bargaining unit employees will be eligible to participate in the full coverage plan which includes medical, dental, vision and other benefits.

There will be a fixed employee/employer contribution for the term of the contract at an 88% (employer) / 12% (employee) contribution ratio for individual coverage and an approximately 75% (employer) / 25% (employee) contribution ratio for employee plus family coverage. There will also be no increases in current deductibles or co-pays.

Short-term disability benefits increased from \$300 per week (10 weeks) and \$350 per week (11-26 weeks) to \$450 per week for 26 weeks for full-time employees; and the basic life insurance benefit increased from \$20,000 to \$40,000. The Red Cross will also offer bargaining unit employees the option of supplemental life insurance and a long-term disability benefit.

Flexible Spending Accounts (FSA)

Bargaining unit employees may enroll in Flexible Spending Accounts (FSA) for qualified medical expenses for the duration of the National Addendum. This will include being issued a debit card for expenses.

Retirement Plan

Employees may continue to participate in the American Red Cross Savings Plan 401(k), which includes a matching contribution up to 4% of the employee's salary.

Uniforms

Collections staff will receive increases in their uniform allowances of

\$110 (full time) and \$58 (part time). Employees will also be permitted to purchase and wear lab coats from a Red Cross-designated vendor.

Rest Breaks and Meal Periods

Collections staff will be provided breaks no sooner than 1.5 hours after the start of the drive. However, a collections employee may elect to take his or her break within the first 1.5 hours after the start of the shift, but will not be required to do so. To ensure that bargaining unit employees receive meal and break time consistent with the National Addendum, there is a new requirement that these records be retained for every drive. Also, local parties are no longer required to follow the rest breaks and meal periods language in the National Addendum, and may negotiate a different arrangement to better suit local needs.

Hours of Work

No changes were made to existing hours of work contract language, including the Red Cross maintaining grandfathered guaranteed minimum hours in local agreements. However, in those regions that are experiencing problems with providing sufficient hours to full-time or part-time employees, the Red Cross will be evaluating scheduling practices and working with the local union to resolve them within the first year of the new National Addendum.

Paid Time Off (PTO)

Full-time collections employees (including mobile and fixed sites) will start to accrue PTO on a 40-hour basis regardless of their location's standard work week. Therefore, if a region has a 35-hour work week, collections employees in that area will accrue PTO on a 40-hour basis.

Holidays

All bargaining unit employees will now be able to use their floating holidays in one-hour increments. Collections employees may use their floating holidays to supplement regularly scheduled weekly hours not to exceed 40-hours in one week. Collections employees will also be able to receive eight hours of holiday pay regardless of their location's standard work week.

Staffing

There have been significant changes made to existing staffing language, including a voluntary cross-training program which will allow collections technicians (CTs) hired prior to January 1, 2016 to volunteer to drive DOT vehicles. If the need for drivers exceeds the number of volunteers, then the Red Cross will assign the driver role to new hires and use inverse seniority for current employees. Any CT who drives a non-DOT or DOT vehicle, whether required or voluntary, will receive a \$0.75/hour driver premium when he or she drives to or from a blood drive. The premium will apply to all hours the employee works on that day. Mobile unit assistants (MUAs) who cross-train will continue to receive a 3-6% base wage increase upon successfully completing cross-training. At multi-union locations, MUAs will have the option of fully cross-training or

cross-train in either phlebotomy or health history, but not both and will receive the negotiated wage increases.

Additionally, the Red Cross will not require any employee to perform regulated work unless he or she has successfully completed training; and CTs and MUAs will receive refresher training if they have not performed a cross-trained task in the preceding six months. Local unions will also be able to work directly with management to evaluate and recommend changes to drive staffing, and a process has been developed which will allow the local parties to deviate from the 45/45/45 initiative applied to mobile drives.

Staff Scheduling

Prior to releasing collections staff schedules, the union and collections management will have one day to review and revise the schedule prior to posting. Collections schedules will also be published at least three weeks in advance unless a local agreement provides for more time.

Additionally, employees may now request a late arrival to the next assignment in lieu of penalty pay, in order to have a full 10 hours between shifts. These requests will not be unreasonably denied. However, in situations where the time between shifts is eight hours or less, then management must approve the request for a late start.

To reduce late ends for both mobile and fixed site bargaining unit employees, walk-in donors will not be accepted within the last 15 minutes of a drive if all appointment slots are filled. A five-minute grace period will be provided to donors who arrive late at a fixed site. The Red Cross will also establish a joint task force to address late ends at fixed sites within the first six months of National Addendum implementation. If late ends continue at fixed sites, then those problems will be escalated to the Senior Partnership Committee (SPC) for immediate resolution.

Local unions will also have an opportunity to negotiate a paid time off (PTO) pilot program to ensure bargaining unit employees receive the requested time off throughout the calendar year. The pilot program will also address deadlines for management to respond to PTO requests, the percentage of leave available during each solicitation period and an opportunity to request time off six months in advance.

Donor Recruitment Account Managers

The union will now have an opportunity to bargain any changes to the Donor Recruitment Incentive Plan, and discuss any changes to the goal setting process. Red Cross also agreed to implement the Fiscal Year 19 Incentive Plan without the exception changes.

Safety and Health

The National Addendum now includes a safety and health article to ensure that the Red Cross provides a safe work environment for all bargaining unit employees, and complies with all safety rules and regulations. Employees will receive training and information on infectious diseases, workplace violence and evacuation plans for mobile work sites. The Red Cross will have a contractual obligation to automatically provide health and safety information to the union on a quarterly basis. A joint labor-management committee will also be

created to develop a needlestick prevention program, and to review safety concerns related to the collections technician/driver cross-training program. Additionally, the union will have an opportunity to provide pre-decisional input prior to the Red Cross implementing any new safety and health initiatives or modifying existing programs.

Payroll Errors and Overpayments

Bargaining unit employees who have incorrect paychecks by the lesser of 10% of gross wages earned or \$135 will have their paychecks corrected immediately upon validation and submitting the request to the payroll provider. Additionally, if an employee is overpaid, he or she will have the option of reimbursing the Red Cross on a repayment schedule or making a lump sum payment.

There will be no changes to local agreements that currently have a process for addressing payroll errors.

Employment Categories

The Red Cross will standardize all bargaining unit job classifications within 180 days of implementing the new National Addendum, and the union will have an opportunity to bargain any changes to the extent required by law. Additionally, the Red Cross may no longer extend temporary employees' employment by six months. Once a temporary employee exceeds 180 days, he or she will automatically become a member of the bargaining unit.

Labor-Management Partnership

To ensure that local unions have an opportunity to meet and discuss union participation with new hires, the Red Cross will provide a private office or conference room for new hire orientation meetings with the union. Also, the bargaining unit list currently provided to local unions will now include each employee's rate of pay and hours worked.

Severance

Local parties who do not currently have a severance policy will be permitted to bargain severance benefits for affected bargaining unit employees if there is a reduction in force. This will eliminate the inconsistent practice of some regions permitting severance pay while others do not. The Red Cross agreed that bargaining unit employees should receive these benefits and the amounts should be bargained locally.

Scope of the Agreement

Any post-ratification conflicts between the National Addendum and local agreements will now be resolved through the national grievance process and not a separate resolution process.

Common Expiration Dates

All local agreements of the coalition unions will have the same contract expiration as the National Addendum, which demonstrates our unity to the Red Cross and provides increased bargaining power when negotiating future contracts.

All other items in the National Addendum will remain unchanged.

PLAN BENEFIT LIMIT	PLAN DEDUCTIBLE	MEDICAL OUT-OF-POCKET EXPENSE LIMIT
None	\$200 per Individual \$500 per Family	\$2,500 per Individual \$5,000 per Family
TEAMCARE PPO OFFICE VISIT	CVS MINUTECLINIC	OUT OF NETWORK PENALTY
\$20 copay for in-network office visit	\$0 copay	For non-emergency medical care, your cost is 10% greater than an in-network provider plus all charges above in-network allowable.

For further information, including a full Summary Plan Description (SPD), visit our website at MyTeamCare.org

TeamCare Wellness	<ul style="list-style-type: none"> ■ No Cost. Wellness Benefits are payable at 100%. Must use an in-network provider 								
Hospital Expense Benefit	<ul style="list-style-type: none"> ■ After Deductible, you have a 20% coinsurance until out-of-pocket expense is met. 								
Surgical and Obstetrical Benefit	<ul style="list-style-type: none"> ■ After Deductible, you have a 20% coinsurance until out-of-pocket expense is met. 								
Urgent Care	<ul style="list-style-type: none"> ■ You have a \$20 copay if billed as office visit; or after Deductible, you have a 20% coinsurance until out-of-pocket expense limit is met if billed as facility. 								
Ambulance Benefit	<ul style="list-style-type: none"> ■ After Deductible, you have a 20% coinsurance until out-of-pocket expense is met. 								
Emergency Room	<ul style="list-style-type: none"> ■ After Deductible, you have a 20% coinsurance until out-of-pocket expense is met. 								
Outpatient TeamCare Lab Benefit	<ul style="list-style-type: none"> ■ No Cost through the Quest LabCard network. Deductible does not apply. 								
Outpatient Laboratory Benefit	<ul style="list-style-type: none"> ■ If done outside the Quest LabCard network: after Deductible, you have a 20% coinsurance until out-of-pocket expense is met. 								
Outpatient TeamCare Imaging Benefit	<ul style="list-style-type: none"> ■ No Cost through the US Imaging network for MRI, CT, or PET scans. 								
Outpatient Imaging Benefit	<ul style="list-style-type: none"> ■ If done outside the Quest LabCard network: after Deductible, you have a 20% coinsurance until out-of-pocket expense is met. 								
Chiropractic Benefit	<ul style="list-style-type: none"> ■ After Deductible, you have a 50% coinsurance. Chiropractic maximum of \$500 per person per calendar year. 								
Behavioral Health – Inpatient	<ul style="list-style-type: none"> ■ After Deductible, you have a 20% coinsurance until out-of-pocket expense is met. 								
Behavioral Health – Outpatient	<ul style="list-style-type: none"> ■ You have a \$20 co-payment for in-network office visit 								
Durable Medical Equipment	<ul style="list-style-type: none"> ■ After Deductible, you have a 20% coinsurance until out-of-pocket expense is met. 								
Major Medical Benefit	<ul style="list-style-type: none"> ■ After Deductible, you have a 20% coinsurance until out-of-pocket expense is met. 								
TeamCare Family Protection Benefit	<ul style="list-style-type: none"> ■ The TeamCare Family Protection Benefit provides a maximum of five years of free coverage for the covered spouse and dependents in the event of the member’s death. Please refer to the TeamCare Summary Plan Description for further information. 								
TeamCare Rx Prescription Benefit	<ul style="list-style-type: none"> ■ Retail (30-day supply or less): You have a 25% copay for short-term prescriptions. ■ Mail-Order/Maintenance Choice: You have a 20% copay for a 90-day prescriptions <ul style="list-style-type: none"> ○ Maintenance prescriptions must be filled through Mail/order/Maintenance Choice ○ If a generic is available, you must take the generic or be responsible for the cost-difference unless there is a medical reason by the prescribing physician. 								
Short-Term Disability Benefit	<ul style="list-style-type: none"> ■ FT Plan AB: Effective 1/1/19: \$450 a week for 26 weeks. Improved from \$300 per week for 10 weeks and \$350 per week for weeks 11-26. ■ PT Plan BA: Effective 1/1/19: \$300 a week for 10 weeks; \$350 a week for weeks 11-26 								
Life Insurance Benefit	<ul style="list-style-type: none"> ■ Effective 1/1/19: <table style="display: inline-table; vertical-align: top; margin-left: 20px;"> <tr> <td style="padding-right: 10px;">Member Death:</td> <td>\$40,000 (Improved from \$20,000)</td> </tr> <tr> <td>Accidental Death:</td> <td>\$40,000 (Improved from \$20,000)</td> </tr> <tr> <td>Spouse Death:</td> <td>\$4,000 (Improved from \$2,000)</td> </tr> <tr> <td>Child Death:</td> <td>\$2,000 (Improved from \$750)</td> </tr> </table> 	Member Death:	\$40,000 (Improved from \$20,000)	Accidental Death:	\$40,000 (Improved from \$20,000)	Spouse Death:	\$4,000 (Improved from \$2,000)	Child Death:	\$2,000 (Improved from \$750)
Member Death:	\$40,000 (Improved from \$20,000)								
Accidental Death:	\$40,000 (Improved from \$20,000)								
Spouse Death:	\$4,000 (Improved from \$2,000)								
Child Death:	\$2,000 (Improved from \$750)								

<p>Dental Benefit Benefit Improved January 1, 2018</p> <p>Voluntary Dental Network: Humana</p>	<ul style="list-style-type: none"> ■ Annual Dental Deductible: No Dental Deductible Annual Dental Maximum: \$2,500 per person Preventive Services: Covered at 100% Diagnostic and Restorative: Covered at 100% Major Services: Covered at 80% Dentures: Covered at 100% Orthodontia (Child): \$2,500 Lifetime Maximum
<p>Vision Benefit Benefit Improved April 1, 2018</p> <p>Voluntary Vision Network: EyeMed</p>	<ul style="list-style-type: none"> ■ EyeMed Vision Care is a voluntary vision network <ul style="list-style-type: none"> Routine Eye Exam \$10 co-payment Frames \$0 co-payment up to \$150 allowance Lenses (per pair) \$0 co-payment Contacts (in lieu of glasses) \$0 co-payment up to \$120 allowance ■ Or out-of-network reimbursement: <ul style="list-style-type: none"> Routine Eye Exam \$50.00 Frames \$75.00 Lenses (per pair) \$50.00 Bi-Focal Lenses (per pair) \$50.00 Tri-Focal Lenses (per pair) \$50.00 Lenticular Lenses (per pair) \$60.00
<p>TeamCare Participation Requirement Effective January 1, 2019</p>	<ul style="list-style-type: none"> • All employees will have the option to waive coverage once a year during the Open Enrollment period or any time with a qualifying life event provided the employee provides proof of alternative coverage. • Any employee that waives coverage will have the option to enroll in TeamCare at any time with a qualifying life event or once a year during the Open Enrollment period. • Note: since TeamCare offers one all-inclusive benefit package, it is not possible to waive medical coverage, but yet elect to take Dental or Vision. A member electing to waive coverage with TeamCare will be waiving the entire healthcare benefit plan offered.
<p>New Hire Participation Effective January 1, 2019</p>	<ul style="list-style-type: none"> • All new hired American Red Cross employees will have the option to waive TeamCare coverage provided the employee provides proof of alternative coverage. • Any employee that waives coverage will have the option to enroll in TeamCare at any time with a qualifying life event or once a year during the Open Enrollment period. • All new hired employees would have 1st day Coverage on their 9th week of employment and first week of employer contribution to TeamCare
<p>Initial Contribution Period Effective January 1, 2019</p>	<ul style="list-style-type: none"> • TeamCare will no longer require an Initial Contribution Period by the employer before coverage begins on an employee. • All new hired employees would have 1st day Coverage on their 9th week of employment and first week of employer contribution to TeamCare
<p>TeamCare</p>	<ul style="list-style-type: none"> • Visit MyTeamCare.org for more information or call us at 800-TEAMCARE.



IBT Voting System

To access the BallotPoint™/IBT Voting System by phone, call 1-800-229-0668 or 1-503-419-1110

Welcome to the BallotPoint™/IBT Voting System

You are not logged in.

Log In Using My Access Code...

LOGIN

Trouble logging in? [More Info](#)

Browser Support/Security? [More Info](#)



Supported Internet Browsers

Windows - [Microsoft Edge 41+](#), [Chrome 67+](#), [Firefox 60+](#), [Opera 53+](#)

Mac - [Safari 11+](#), [Chrome 67+](#), [Firefox 60+](#), [Opera 53+](#)

Android Smartphone/Tablet - Android OS 8+

iPhone/iPad - Safari for iOS 11+



IBT Voting System

To access the BallotPoint™/IBT Voting System by phone, call 1-800-238-7077 or 1-503-419-1112

Teamsters Red Cross Contract Vote

NATIONAL ADDENDUM, American Red Cross and Coalition of American Red Cross Unions

- YES, I vote for the NATIONAL ADDENDUM.
- NO, I vote against the NATIONAL ADDENDUM.

Tentative Agreement Between Teamsters Local 170 and American Red Cross Blood Services, New England Region

- YES, I vote for the Tentative Agreement.
- NO, I vote against the Tentative Agreement.

Cast Ballot

BallotPoint Telephone Voting System: Local 170

The following is the phone-script for the Teamsters Red Cross Contract Vote.

WELCOME CALLER:

Welcome to the BallotPoint Election Services telephone voting system.

PROMPT ACCESS CODE:

Please say or enter your 12-digit access code.

__ IF INVALID ACCESS CODE __

*The access code you entered is ... << speak access code >>
If this is correct, say yes, or press 1. If this is incorrect, say no, or press 2.*

__ IF 1/YES __

*I'm sorry, the access code you entered is invalid.
End call.*

__ IF 2/NO __

Reprompt access code.

__ IF VALID ACCESS CODE __

Continue to Ballot

BALLOT:

You are eligible to participate in the Teamsters Red Cross Contract Vote.

To ensure your vote is recorded, make sure you hear your confirmation number before hanging up.

PROMPT NATIONAL AGREEMENT:

National Addendum, American Red Cross and Coalition of American Red Cross Unions.

If you have no selections for this question, say skip, or press the star key.

To Select YES, I vote for the National Addendum. Say or press 1.

To Select NO, I vote against the National Addendum. Say or press 2.

__ IF 1/One __

*You selected: YES, I vote for the National Addendum.
If this is correct say Yes or press 1. If this is incorrect, say No or press 2.*

__ IF 1/YES __

Goto next question

__ IF 2/NO __

Reprompt question

__ IF 2/Two __

*You selected: NO, I vote against the National Addendum.
If this is correct say Yes or press 1. If this is incorrect, say No or press 2.*

__ IF 1/YES __

Goto next question

__ IF 2/NO __

Reprompt question

__ IF */Skip __

*You selected to skip this question without making any selections.
If this is correct say Yes or press 1. If this is incorrect, say No or press 2.*

__ IF 1/YES __

Goto next question

__ IF 2/NO __

Reprompt question

PROMPT AREA AGREEMENT:

*Tentative Agreement Between Teamsters Local 170 and American Red Cross Blood Services, New England Region
If you have no selections for this question, say skip, or press the star key.
To Select YES, I vote for the Tentative Agreement. Say or press 1.
To Select NO, I vote against the Tentative Agreement. Say or press 2.*

__ IF 1/One __

*You selected: YES, I vote for the Tentative Agreement.
If this is correct say Yes or press 1. If this is incorrect, say No or press 2.*

__ IF 1/YES __

Goto next question

__ IF 2/NO __

Reprompt question

__ IF 2/Two __

*You selected: NO, I vote against the Tentative Agreement.
If this is correct say Yes or press 1. If this is incorrect, say No or press 2.*

__ IF 1/YES __

Goto next question

__ IF 2/NO __

Reprompt question

__ IF */Skip __

You selected to skip this question without making any selections.

If this is correct say Yes or press 1. If this is incorrect, say No or press 2.

__ IF 1/YES __

Goto next question

__ IF 2/NO __

Reprompt question

VOTE COMPLETE:

Please wait while we record your vote.

Your vote has been recorded. Your confirmation number is ...

<<Speak Confirmation Number>>.

To repeat your confirmation number, say repeat, or press 1.

To end this call, say end, or press 2.

__ IF 1/REPEAT __

Repeat confirmation number and prompt from above.

__ IF 2/END __

Thank you for casting your vote using BallotPoint Election Services Telephone Voting System.

End of Call - Hang up.

TENTATIVE AGREEMENT BETWEEN TEAMSTERS LOCAL 170 AND AMERICAN RED CROSS BLOOD SERVICES, NEW ENGLAND REGION

Effective:

~~July 1, 2013~~ **October 1, 2018** through September 30, 2018 **2021**

The parties reserve the right to correct inadvertent errors and omissions. This is the entire agreement which includes unchanged articles and tentative agreements. Additions and new language are **bold and underlined**. Language from the prior National Addendum that is being deleted is ~~struck through~~.

AGREEMENT

AGREEMENT entered into by and between the TEAMSTERS UNION LOCAL 170 of Worcester, Massachusetts, affiliated with the International Brotherhood of Teamsters (“Union”), and American Red Cross Blood Services - New England Region (hereinafter sometimes referred to as “the Program”) within the Commonwealth of Massachusetts. This Agreement as to hours, wages and working conditions is entered into by and shall be binding upon both parties hereto, their successors and assigns from and after the 1st day of July, 2013 until terminated as hereinafter provided.

ARTICLE 1

SCOPE OF AGREEMENT & UNION RECOGNITION

The execution of this Agreement on the part of the Employer shall cover all Employees of the Employer covered by the Teamsters Union Local 170 in the State of Massachusetts.

Operations Covered: All operations into and out of the jurisdiction of the Teamsters Union Local 170 within the Commonwealth of Massachusetts Region 1 of the National Labor Relations Board, shall be paid under the terms of this Agreement.

Employees covered by this Agreement shall be construed to mean any and All DCAs (Donor Center Assistants), Collection Specialists, PHAAs (Pheresis Administrative Assistants), Technician/Preceptors, Receptionists and Administrative Assistants, and Custodians employed by the Employer at its Worcester and Springfield, Massachusetts facilities, excluding all professional employees and guards and supervisors as defined in the Act and also for the purpose of this Agreement between the parties; furthermore, to be bound by the conditions set forth in this Agreement. Before it creates and/or eliminates a position

and/or job title, or consolidates or combines positions and/or job titles, or implements new job descriptions, the Program will give the Union fourteen (14) days’ notice and an opportunity to bargain over the impact of any such changes.

The Employer recognizes and acknowledges that Local 170 is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purposes of collective bargaining as provided by the Labor Management Relations Act of 1947, as amended.

When the Employer needs additional Employees, it shall give the Union equal opportunity with all other sources to provide suitable applicants but the Employer shall not be required to hire those referred by the Union.

ARTICLE 2

UNION SHOP AND DUES

The Employer recognizes and acknowledges that the Union is the exclusive representative of all employees in the classifications of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

All present employees who are members of the Union on the effective date of this subsection or on the date of the execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees who are not members of the Union and all employees who are hired thereafter shall become and remain members in good standing of the Union as a condition of employment and after the thirty-first (31st) day following the beginning of their employment or on and after the thirty-first day following the effective date if this subsection, or the date of this Agreement, whichever is the later. This provision shall be made and come effective as of such time as it may be made

and become effective under the provisions of the National Labor Relations Act, but not retroactively.

No provisions of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements must be met first.

The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues, initiation fees and/or uniform assessments of the Union having jurisdiction over such employees and agrees to remit to the said Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. The Union shall certify the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization together with an itemized statement of dues, and/or initiation fees and uniform assessments owed and to be deducted for such month from the pay of such employees, and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member in one lump sum and shall within seven (7) days following such deduction, remit same to the Union, except D.R.I.V.E. deductions which shall be made bi-weekly with a letter from the Union indicating the amounts to be deducted.

ARTICLE 3 PROTECTION OF RIGHTS

3.1 The Employer shall not enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or the National Addendum. Any such Agreement or contract shall be null and void. All employees shall work in accordance with this Agreement, and the National Addendum. The Employer recognizes and acknowledges this Agreement, and the National Addendum, [Article 4]

3.2 No employee covered by this Agreement shall be requested to attend any meetings at which hours, wages and working conditions are to be discussed without a Business Agent or the Secretary-Treasurer of the Union being invited if the purpose or result of the meeting is to modify or negotiate any of the terms of this Agreement.

3.3 No Strike or Lockout

The Union and the Employer agree there will be no strike or lockout by either party and will use all means of settlement in order to avoid any stoppage of work.

Neither the Union nor any employee will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, picketing or any other interruption of work during the term of this Agreement, nor shall any employee refuse to cross a picket line of any union unless s/he has fear of physical harm to him/herself or any reprisals that may come from any such picket lines formed by any group against the Red Cross or facility that the Red Cross uses as a drawing site.

If any employee or group of employees participates or engages in any activity prohibited by this section, the Union agrees,

immediately upon being notified by the Employer, to direct such employee or group of employees in writing to cease such activity and resume work at once. The Employer shall have the authority to discharge or discipline any employee who engages in any activity prohibited by this section. If a grievance is filed, the sole question for arbitration shall be whether the employee engaged in the prohibited activity.

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

ARTICLE 4 TRANSFER OF COMPANY TITLE OR INTEREST

4.1 Successor

This Agreement shall be binding upon the Union and the American Red Cross Blood Services -New England Region or any successor thereof. In the event that American Red Cross Blood Services - New England Region desires to merge, sell, lease or transfer ownership and/or management of its operations in whole or in part, it shall be a condition of the sale/or transfer and inserted into any agreement of merger or sale or management contract that this Agreement and all the obligations thereof shall be binding upon any purchase or transferee. American Red Cross Blood Services - New England Region shall be liable for all of the compensation and payment due to employee or the Union.

ARTICLE 5 SEPARABILITY AND SAVINGS CLAUSE

5.1 If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of an Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those also which it has been held invalid, or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

5.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitation of time for such written notice.

ARTICLE 6
MAINTENANCE OF STANDARDS

6.1 In the event that the maximum workweek is reduced by legislative act to a point below the regular workweek provided herein, the Agreement shall be reopened for wages only.

6.2 It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of contract signing.

ARTICLE 7
MANAGEMENT RIGHTS

7.1 The following are the sole and exclusive rights and responsibilities of the Employer, except where any such rights are specifically modified or abridged by the terms of this agreement: management of the program; direction of the working forces; planning, direction and control of operations; defining job duties; establishment and maintenance of reasonable standards of performance; scheduling and working hours; requiring reasonable overtime; hiring, promoting, demoting, suspending, disciplining or discharging employees for just cause; relieving employees for lack of work or for other legitimate reasons; introducing new or improved methods or procedures; establishing and enforcing reasonable rules and regulations; using part time employees and scheduling such part-time employees; the right to establish and enforce reasonable rules and regulations pertaining to personal conduct and deportment of employees.

7.2 If the Employer wishes to put into use any type of equipment, job and/or operation for which rates of pay are not established by this Agreement, the rate of pay shall be established between the parties, provided, however, the Employer may put into use such equipment, operations, or jobs with a tentative rate. Any unresolved dispute over the rate of pay shall be subject to the Grievance and Arbitration Procedure of this Agreement. If no grievance has been filed within thirty (30) days, the rates and conditions established by the Employer will be considered as final.

ARTICLE 8
HEALTH CARE PLAN

Health insurance and related benefits shall be administered in accordance with Article 17 and 18 of the National Addendum. Employees will no longer be eligible to participate in the Employer sponsored Health and Welfare plans (i.e. Medical, Dental, Vision, Life Insurance including supplemental Life), Disability (both Short-and Long Term), Wellness incentive and Health Care Flexible Spending Account plans.

ARTICLE 9
PENSION FUND

9.1 Pension

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

ARTICLE 10
JOB STEWARDS

10.1 The Employer recognizes the right of the Union to designate job stewards and alternates. One (1) steward and one (1) alternate in each location.

10.2 The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities: the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement; the collection of dues when authorized by appropriate Union action; the transmission of such messages and information which shall originate with, and are authorized by, the Union and its officers, provided such messages and information

- (a) have been reduced to writing, or
- (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

10.3 The Employer recognizes these limitations upon the authority of job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the job steward has taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

10.4 Stewards shall be permitted to investigate, present and process grievances on the property of the Employer, or on the job site without loss of time or pay if these activities are approved by management. Such time spent in handling grievances shall be considered working hours in computing weekly overtime. Stewards shall not engage in union activities in areas committed to donor operations.

10.5 The Union reserves the right to remove the Steward at any time for the good of the Union.

10.6 The job steward shall be the last employee to be laid off, irrespective of seniority, so long as he or she is capable and qualified to perform the work.

ARTICLE 11
GRIEVANCE AND ARBITRATION PROCEDURE

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

Any complaint or dispute may be adjusted between the employee and his immediate superior. A grievance is any controversy or claim concerning the interpretation, application or breach of a specific and express provision(s) of this Agreement. Before resort to the formal grievance procedure as outlined below, the grievant and/or steward must attempt to informally settle the grievance with his/her applicable Manager (for a grievance brought by the Employer, the informal settlement attempt shall be made with the business agent). Any grievance which arises

during the term of this Agreement which cannot be adjusted informally shall be subject to settlement as follows:

Step 1: The alleged grievance must be presented by the aggrieved employee in writing within ten (10) business days after the aggrieved employee or the Union knew or had reason to know of the grievance to the applicable Manager, or designee, who shall render a decision within ten (10) business days.

Step 2: If no satisfactory settlement is reached at Step 1, the grievance may be presented in writing to the Labor Relations Department or designee within ten (10) business days after the decision of the applicable Manager or designee. The Labor Relations Department or designee shall render a decision in writing within ten (10) business days.

If the grievance is not satisfactorily settled at Step 2, the Union may refer it to arbitration within thirty (30) calendar days after the receipt of the decision at Step 2 (or by expiration of the time) by written notice to the other party by certified mail. The party seeking arbitration hereto shall, within ten (10) business days of the notice to the other party of referral of the grievance to arbitration, request the American Arbitration Association (hereinafter called the "AAA") to submit a panel in accordance with their rules. Anything herein to the contrary notwithstanding, the Arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this Agreement. The administration fees of the AAA and the fees and expenses of the Arbitrator shall be shared equally by the Employer and the Union. Grievances not carried forward within the time stated at each step shall be deemed settled on the basis of the answer at the previous step; a grievance will be deemed denied if not answered within the appropriate time frame stated above. The parties may, by mutual written agreement, extend any of the time frames contained herein. The parties agree that they will cooperate to expedite arbitrations involving a discharge.

ARTICLE 12 DISCHARGE, SUSPENSION, OR OTHER DISCIPLINARY ACTION

12.1 The Employer shall not discharge or suspend any employee without just cause. In respect to discharge or suspension, the Employer shall give at least one (1) warning notice of the complaint against such employee to the employee in writing, and a copy of the same to the Union.

12.2 The Employer will normally follow the principles of progressive discipline, but is not required to do so, and is not required to give at least one (1) written warning for discharge or suspension when the basis for the discipline is serious acts of misconduct, which includes, but is not limited to, dishonesty, theft, blatant insubordination, assault, possession of drugs (including narcotics, as defined by the Pure Food and Drug Act, or barbiturates or Dexedrine) or alcohol or reporting to work under the influence, drinking of alcoholic beverages or use of drugs while on duty, recklessness that causes a serious accident while on duty, failure to report an accident, carrying of unauthorized passengers, willful destruction or damage to Employer property, or willful violation of a regulatory or safety rule, or other like conduct.

12.3 When an employee tests positive for drugs or alcohol, and the chain of custody of the specimen has been preserved, the employee shall be discharged. The employee may challenge the testing procedure by grievance and arbitration. If the arbitrator finds the testing procedure satisfactory, the discharge shall be upheld. If the arbitrator does not find the testing procedure satisfactory, he may make such decision as he deems appropriate.

ARTICLE 13 MISCELLANEOUS

13.1 Credit Union

The Employer agrees to deduct certain specific amount each week from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amount so deducted shall be remitted to the Teamsters Union Local 170 Federal Credit Union once each month. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deductions.

13.2 Loss or Damage

Employees shall not be charged for loss or damage unless clear proof of negligence is shown.

13.3 Court Appearances

When an employee is required to appear in any court for the purpose of testifying, because of any accident he may have been involved in during working hours, such employee shall be reimbursed in full by the Employer for all earnings opportunity lost because of such appearance. The Employer shall furnish the employee who is involved in an accident during working hours with bail, bond and legal counsel, and shall pay in full for same. Said bail, bond and legal counsel shall remain assigned to the employee until all legal action in connection with said accident is concluded, provided the employee is not charged and convicted of criminal negligence. This paragraph shall not apply to employees who are found guilty of drunken driving or driving under the influence of drugs when involved in an accident. The Employer shall assume all responsibility for all court costs, legal fees and bail bond fees, for any employee who is involved in any accident, or accidents during working hours, and shall assume all responsibility for all judgments and awards against an employee who is involved in any accidents during working hours, which results through court action against said employee, except as provided above.

13.4 Jury Duty

Leave of absence with pay will be granted to regular full-time and part-time employees serving on jury duty upon written application made to the Employer's Director of Human Resources. The employee will be paid the difference between his regular salary and amount received for being on jury duty, but only for work days while actually required to be at Court; only upon written confirmation that the employee actually performed jury duty; and only for a maximum of two (2) weeks. Employees on jury duty are expected to make themselves available for work on days when excused from jury duty.

13.5 Injury on the Job

When a regular employee is injured on the job, he or she may use sick leave to supplement pay on the day of injury, up to scheduled hours, and may use sick leave for the period of injury not covered by workers compensation benefits.

13.6 Modified Duty

Employees shall be eligible for the Program's 'return-to-work' policy on the same basis as it applies to non-bargaining unit employees, as it may change from time to time in the sole discretion of the Program. The Region will notify the Union in advance of implementation.

13.7 Accident Reports

Any employee involved in any accident shall immediately report said accident and any physical injuries sustained. It is the understanding of the parties that the responsible team supervisor or charge person will make out the report along with the injured person, or in the absence of the injured person. Such report shall be made out on Company time.

13.8 Jurisdictional Dispute

If a dispute shall arise between Local 170 and any other Union relating to jurisdiction over employees covered by this Agreement, the Employer and the unions affected shall meet and try to resolve that dispute. The parties agree to abide by any settlement. If they are unable to settle the dispute, they agree to abide by the decision of the National Labor Relations Board.

13.9 Bulletin Boards

The Employer agrees to provide suitable space for one bulletin board in each location (Worcester and Springfield). Postings by the Union on such bulletin boards are to be confined to official business of the Union, and Union information for the members in the bargaining unit. It is also agreed there will be no personal information such as selling of cars, supplies, clothing, etc., or information to defame the Red Cross and/or any other person, company or Union, including defacing or any derogatory information. It is understood that any violation of the above will be treated under the disciplinary policy as outlined in the contract.

13.10 Personal Identification

If the Employer requires employees to carry personal identification, the cost of such personal identification shall be borne by the Employer for the first one time only. The next loss will be paid by the employee at a \$5.00 cost. If the employee loses such identification, the cost of \$5.00 will be born by such employee for replacement.

13.11 Coffee Breaks

Each staff person shall be allowed two (2) fifteen (15) minute breaks scheduled during the workday. The second break may be scheduled during the breakdown time. On a ten-hour drive (not including travel time), employees will be allowed a third break, which may be scheduled during the breakdown period.

13.12 Death in the Family

Regular full-time and regular part-time employees shall be allowed up to one (1) week of leave with pay for working days

lost in the case of death in the immediate family for the purpose of making the necessary funeral arrangements, attending the funeral or otherwise assisting in family matters relating to the death. Immediate family shall include mother, father, spouse, (or spouse equivalent), children, grandchildren, current stepparents, current stepchildren, brother, sister, current mother-in-law, current father-in-law and grandparents. An employee may use up to two (2) PTO days for the death of an aunt, uncle, niece, nephew and spouse's grandparents, or up to one (1) PTO day to attend the funeral or wake of any other person; a day or days of leave without pay may be used for the foregoing clause only if the employee has insufficient PTO time available (including borrowing ahead). The employee shall notify the applicable manager or his/her designee immediately upon learning of the need for the leave, but in no event less than forty-eight (48) hours prior to the day(s) needed, absent extenuating circumstances. The Employer may ask for reasonable verification of the need for such leave.

13.13 Examinations

All examinations when required by the Employer and performed under his direction shall be paid for by the Employer. Employees, other than applicants, shall be paid for all time required to take all such examinations, not to exceed two (2) hours at the straight time hourly rate of pay. If a dispute develops between the Employer and the Union as to whether or not the employee is physically qualified to work, the Union and the Employer shall mutually agree to an impartial doctor, hospital, clinic, etc., for the purpose of resolving the physical qualifications of the employee. All fees involved shall be borne by the Employer.

13.14 Access to Premises

Authorized agents of the Union shall have access to the Employer's establishment during working hours, upon reasonable prior notice to the Employer and with the consent of the Employer, which consent will not be unreasonably withheld, to investigate working conditions, collect dues, and inspect all time cards, log books and other payroll records of the Employer, and for the purpose of determining whether or not the terms of this Agreement are being complied with. The Union agrees that unless there is an emergency, its agents will not perform any of the foregoing or any other activities in areas committed to donor operations. The Employer will make such records available within seven (7) days of the Union's request.

13.15 Merger, Acquisition or Purchase

When two (2) or more companies merge their operations, or if a company acquires or purchases control of another company, then the employees of the respective companies, if the work of both companies is in the jurisdiction of Local 170 and the same work as that covered by this Agreement, shall all be placed on one seniority roster in the order of the most recent date of hire of each of the employees with their respective Employer.

13.16 Fixed Site Operations or Permanent Assigned Bid Locations

If employees covered by this Agreement are assigned to a fixed site, they will be scheduled as mobile operations are scheduled if employees are not permanently assigned to that site. If

employees are permanently assigned to the site, such assignments shall be made by seniority, so long as the employee is qualified to perform the work. [Notwithstanding the above, nothing in this Section shall be interpreted to preclude the Company from maintaining, instituting or changing shifts or workweeks to obtain the production it desires per Article 7 of the National Addendum, which included the right to require employees to work Saturdays or Sundays.]

13.17 Life Insurance

Health Insurance and related benefits shall be administered in accordance with Article 17 and 18 of the National addendum. Employees will no longer be eligible to participate in the Employer sponsored Health and Welfare plans (i.e. Medical, Dental, Vision, Life Insurance (including Supplemental Life), Disability (both Short-and Long Term), Wellness incentive and Health Care Flexible Spending Accounts plans.

13.18 Cafeteria Plan and Metpay

Health insurance and related benefits shall be administered in accordance with Article 17 and 18 of the National Addendum. Employees will no longer be eligible to participate in the Employer sponsored Health and Welfare plane (i.e. Medical, Dental, Vision, Life Insurance (including Supplemental Life), Disability (both Short-and Long Term), Wellness incentive and Health Care Flexible Spending Account plans.

13.19 Basic Life Support

All collection staff shall, as a condition of employment, be currently certified in Basic Life Support (CPR). If a new employee is not so certified, she shall obtain her certification within thirty (30) days after start of her employment. Every employee shall make her own arrangements for initial or renewal of certification. An employee who is required to obtain or renew a basic life support certification shall be reimbursed for the cost of the course and paid for the employee's actual time spent in attendance at the course not to exceed four (4) hours annually, after presentation by the employee to the Program of proof of certification or renewal. Any time so paid shall not count as hours worked for the purposes of calculating overtime. Collection staff may use conference rooms in either location for CPR certification. The Program is not responsible for the scheduling of the collection staffs time off to attend. [Article 9]

13.20 Reading Time

Employees shall be credited with time spent reading BSDs, etc. when the Employer determine in advance that the amount of such reading requires time beyond the normal work day. Employees agree to make reasonable efforts to perform all required reading during working hours. However, in the event the employee is required to read materials outside of the normal work day, the employee shall be compensated at the employee's normal rate of pay.

13.21 Inclement Weather

Employees are expected to report for work unless instructed not to report for work. The parties acknowledge that the Program's Emergency Weather Policy as applied within the discretion of the local director governs the work status of employees in a declared Weather Emergency. If a unit is canceled and no assignment

is available for an employee, he or she will be paid his or her regular hours. If a unit is canceled and the Program determines that an employee is needed on another unit, the employee will be reassigned with consideration of the location of the cancelled unit, weather conditions and operating needs. If an employee takes an inclement weather day, the employee shall use ETO time, and may only utilize leave without pay if the employee has no ETO time available (including borrowing ahead). If leave without pay is used, such leave without pay will not count as an occurrence under the Program's Attendance Policy. The parties acknowledge that an inclement weather day is intended to be used for situations in which weather conditions actually and reasonably preclude attendance at work, and the Program may deny use of ETO or leave without pay, or may count such use as an occurrence, if the use of an inclement weather day does not meet that standard.

13.22 Drivers License

On an annual basis, each collection employee shall present his or her license to the Employer to establish that the employee is licensed to drive. If the employee is not licensed to drive, he or she may not drive to and from a drive, to or from the centers, or whenever working for the employer; it is the employee's responsibility to arrange his or her own transportation to and from work. Employees are subject to the Employer's Driver Policy as it may change from time to time in the Employer's sole discretion. The Region will notify the Union in advance of implementation.

13.23 Hepatitis Vaccination

The Program will offer and provide for Hepatitis B vaccine immunization at no cost to the employee.

13.24 Conflict With Other Laws

If in any particular situation one of the provisions of this agreement is in conflict with any Federal or state law (such as FMLA), the provisions of the law shall apply to the extent, and only to the extent, necessary to render the provision lawful.

13.25 Volunteers

The Employer may use volunteer consistent with Article 9, Section 6 of the National Addendum.

13.26 Severance

If there is an involuntary reduction in force, affected full-time and part-time employees will receive severance pay as follows:

Complete Years of NER Service	Weeks of Severance Pay
Over 2 up to 3	3
Over 3 up to 4	4
Over 4 up to 5	5
Over 5 up to 8	6
Over 8 up to 12	7
Over 12 up to 16	8
Over 16 up to 20	9
Over 20 up to 25	10
Over 25 up to 30	11
Over 30	12

An employee who is discharged is not eligible for severance pay as described above, but an employee who submits a voluntary resignation is eligible for severance pay and his/her recall rights are preserved. An employee shall receive severance pay only once.

13.27 The Program and the Union shall meet quarterly at mutually convenient times and places to Discuss work-related issues of concern and importance to each of them. The Parties shall designate their respective committee members who may change from meeting to meeting. Meetings shall be scheduled sufficiently in advance to permit bargaining unit employees to request time-off. An agenda shall be agreed upon a week before each meeting. The Program will pay up to four (4) bargaining unit employees/attendees up to a maximum of two (2) hours per meeting.

ARTICLE 14
DEFECTIVE EQUIPMENT AND DANGEROUS
CONDITIONS OF WORK

14.1 The Program shall make reasonable efforts to have mobile drives conducted at sites with a reasonable temperature. If an employee gets sick during a drive, she shall inform the charge nurse and shall take PTO time for the remainder of her scheduled hours that day. If because of the temperature at the drive, the employee believes that it is too difficult for her to continue working, she shall inform the charge nurse and shall take PTO time for the remainder of her scheduled hours.

14.2 The Program will comply with all FDA and OSHA guidelines and will provide a copy of those guidelines to any employee who requests them.

ARTICLE 15
COMPENSATION CLAIMS

15.1 The Employer agrees to cooperate toward the prompt settlement of employees on the-job injury claims where such claims are due and owing as required by law. The Employer shall provide Worker's compensation protection for all employees.

ARTICLE 16
MILITARY CLAUSE

- 16.1
- a) Employees enlisting or entering the military service of the United States shall be granted all rights and privileges provided by Law.
 - b) During military reserve duty not in excess of two weeks per calendar year, a regular full-time employee will be paid at a rate equal to regular salary less the amount paid while on duty. An employee called to military reserve duty must present his official order to the Employer's Director of Human Resources in order to be granted an official absence, and to become entitled to payment.

ARTICLE 17
PAY PERIOD

LEFT BLANK

ARTICLE 18
UNIFORMS

18.1 Collections employees who are required to wear scrubs will be covered by the uniform allowance program outlined in Article 12 of the National Addendum.

ARTICLE 19
NON-DISCRIMINATION CLAUSE

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

19.2 The Company and the Union agree that there will be no discrimination by the Company or the Union against any employee because of his/her membership in the Union or because of any lawful activity and/or support of the Union.

19.3 This section is not subject to the arbitration procedure of this Agreement unless the aggrieved employee agrees in writing to pursue any such claim through arbitration within the time period for filing arbitration pursuant to this Agreement and waives in writing any statutory recourse he/she may have. Arbitrations held hereunder shall be subject to the American Arbitration Association Rules for Employment Cases, if applicable.

ARTICLE 20
ABSENCE

20.1 Time Off For Union Activities

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee but no more than two (2) employees designated by the Union to attend a labor convention or serve in any other capacity on other official Union business, providing fifteen (15) days written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the number of people affected in order that there shall be no disruption of the Employer's operation due to lack of available employees

20.2 Leave of Absence

- (a) Leave of Absence: Any employee desiring leave of absence from his employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended by mutual agreement for like periods. Permission for same must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment unless mutually agreed to between the Union and the Employer. Failure to comply with this provision shall result in the complete loss of seniority rights and job for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The Employer may request documentation of the need for the leave of absence. Failure to provide the requested documentation in a timely fashion shall be grounds for discharge.

- (b) Notice of Intention to Return: An employee on leave without pay beyond thirty (30) days must inform the applicable Director at least ten (10) business days in advance of the day on which she desires to return to work. An employee returning from a leave of absence will be reinstated to her former position.

ARTICLE 21
SENIORITY

21.1 Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement, at the location or locations within the jurisdiction of the Union. It shall be deemed to include any seniority presently held by an employee through agreement between the Employer and the Union prior to this Agreement. Where the current practice of a Master Seniority List exists, it will continue in effect for the duration of this Agreement, including Springfield area.

21.2 Probationary Employees

All new employees shall be hired on a ninety (90) calendar days' trial basis and shall work under the provisions of this Agreement, within which time they may be dismissed without protection by the Union. The Employer may extend the trial period by thirty (30) days. The Employer and the Union may agree upon a further extension of the probationary period, not to exceed a total of six (6) months. However, the Employer may not discharge or discipline, or extend the trial period, for the purpose of evading this Agreement or discriminating against Union members. At the end of the trial period (or extension if it is extended), an employee shall be placed on the seniority list as a regular employee in accordance with his or her date of hire. In case of discipline within the trial period or extension, the Employer shall notify the Union in writing.

21.3 Seniority and Layoff

- (a) When it becomes necessary to reduce the working force the last employee hired shall be laid off first; and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off so long as they are qualified to perform the work available within fourteen (14) days with reasonable training. Seniority rights shall prevail except as outlined elsewhere in the contract (steward's clause).
- (b) Preference shall be given to regular employees older in service and in order of their seniority to the work available, provided that such employees are available at such time as the work is assigned and are qualified to perform the work required within fourteen (14) days with reasonable training.

21.4 Probationary employees shall be paid at the new hire rate of pay during the probationary period.

21.5 No employee shall be required to work before his or her established start time for a blood drive (including set up time).

21.6 An employee who so qualifies for seniority status shall have his seniority date revert back to his most recent date of employment.

21.7 Casual and Per Diem Employees

21.8 When a vacancy occurs in a permanent position, and the vacancy is not filled by a regular employee, employees may bid on the position. Employees shall be given preference in order of seniority, provided that the employee is available at such time as the work is assigned and is qualified to perform the work required within fourteen (14) days with reasonable training.

21.9 The Employer may use either bargaining unit personnel or non-bargaining unit personnel to train bargaining unit employees as operational and organizational needs determine. In all events non-bargaining unit personnel shall be used when required by Federal regulation, the National Red Cross or the Division.

21.12 Regular employees in order of their seniority by location and department shall have preference:

- (1) In selection of starting times and assignment from the working schedule as described in Article 29.5.2.
- (2) In filling of vacancies and job opportunities in the working schedule, subject to the provisions of this Agreement.
- (3) To work opportunity in the event of layoff for lack of work, provided that the employee is capable and qualified to perform the work.
- (4) In recall to work after layoff, provided that the employee is capable and qualified to perform the work.
- (5) In selection of vacations from the vacation schedule, as set forth in Article 25 of this Agreement.
- (6) Seniority does not give an employee the right to choose any specific Blood Drive or work load on a daily basis except as provided elsewhere in the contract.

21.13 In the event of a recall of an employee laid off, the laid-off employee shall be given notice, at least the night before (except for absenteeism or sickness on that day), or recall by telephone or telegram or personal contact, to the address last given the Employer by the employee. Where work develops during the next day, the Employer shall, in the order of seniority of the laid-off men or women make such work available by telephoning or telegram or personally contacting the employee at his or her home or such place as he shall have designated with the Red Cross Manager as the place of contact. An employee recalled by the above procedure must notify the Employer as soon as possible in advance of the specified time for his report of his intention to report. In the event the employee fails to comply with the above provision he shall have no claim for work opportunity lost until he reports, but the Employer shall be responsible for the work opportunity lost if he shall fail to comply with these provisions. If an employee is recalled at a time other than his scheduled starting time (except as a replacement for absenteeism or sickness).

21.14 Bidding

Regular full-time and part-time employees who have not received discipline (other than a verbal warning or a written warning for Attendance) within the last twelve (12) months, in order of seniority, may bid and shall have preference for a permanent opening which after two (2) weeks' training, if necessary (or the established training period in the case of bidding into a technician

vacancy), they can perform with normal efficiency. An employee must have been in his or her position for six (6) months before bidding on another position unless the new position involves a change in number of hours. The Program will endeavor to transfer a successful bidder to his/her new position promptly, subject to operating conditions.

21.15 Loss of Seniority

Seniority shall be broken only by:

- (1) Discharge
- (2) Voluntary Quit
- (3) Failure to respond to a notice of recall for regular work seven (7) consecutive days after receiving notice, or by mutual agreement. Notice shall be deemed to have been given on the date of mailing or notification by telephone to the employee's home address or telephone number on the records of the Employer. It is the duty of the employee to notify the Employer of his current address and telephone number.
- (4) Unauthorized leave of absence.
- (5) Absence from work for any reason in excess of one (1) year, except eighteen (18) months if the employee is absent due to industrial accident or personal illness.
- (6) Acceptance of a non-bargaining unit position for more than thirty (30) days.

No employee shall lose his or her seniority rights if he or she performs all things required of the employee under the conditions set forth in this Agreement and the employee is on a bona fide leave of absence (but the employee must remain in good standing with the Union).

21.16 Seniority List

A list of employees arranged in order of their seniority shall be posted two (2) times per year, every six (6) months in a conspicuous place at their place of employment and a copy shall be sent to the Union showing the names and dates of hire. The Employer shall provide the Union Office (sent to the attention of the Business Agent) with a current seniority list every six months. The seniority list shall include the names, addresses, telephone numbers and hire dates of each member of the bargaining unit. If two (2) or more employees are hired on the same date and start on the same day, seniority will be determined by the last number on each employee's employee ID, the highest being most senior. If that number is the same, then continue to the next to last number, and so on.

ARTICLE 22 OTHER BUSINESS, ETC.

22.1 Other Business

During the term of this Agreement or any renewal thereof, the Employer shall not directly or indirectly operate, maintain or conduct any establishment or place of business, or cause any establishment or place of business to be operated or maintained or conducted where the effect thereof is to render the terms of this Agreement inapplicable for the purpose of evading the

terms of this Agreement. However, if requested by a hospital, clinic, or other organization to manage or operate a donor facility where the collection staff are not employees of the Employer, such collection staff shall not be subject to this agreement. The Employer will notify the Union of such an arrangement prior to actually implementing the arrangement.

22.2 Extra Contract Agreements

The Employer agrees not to enter into any agreement or contracts with his employees, individually, or collectively, which in any way conflicts with the terms and provisions of this Agreement, or the National Addendum. Any such agreement shall be null and void.

ARTICLE 23 PAID FOR TIME

23.1 General:

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer at the rates of pay provided for by this Agreement.

ARTICLE 24 HOURS OF WORK AND OVERTIME

24.1 The following provisions shall apply to all hourly employees:

24.2 Employees are required to keep track of their work hours using the then-applicable Regional system for timekeeping, as it may change from time to time. Falsification of timekeeping reports or attendance records, and failure to report time using the e-time system when available, will result in disciplinary action up to and including termination. All employees will be paid for timecard computing.

24.3 Notwithstanding the above, nothing in this Section shall be interpreted to preclude the Company from maintaining, instituting or changing shifts or worksheets to obtain the production it desires per Article 7 of the National Addendum, which includes the right to require employees to work Saturdays or Sundays.

24.4 The Employer may schedule other bargaining unit employees on an intermittent basis subject to availability of work.

24.5 Except for meal time, working time for all employees shall start when they are required to report and do report at the donor center or at the sponsor site, except when an employee's assignment is at a sponsor site, the employee shall also have credited as work time the amount of travel time specified on the chart used at the employee's cost center, both before and after the drive. Notwithstanding the above, the Company may modify its pay practices in accordance with Article 7 of the National Addendum.

24.6 [Employees shall provide meal periods and rest breaks to employees in accordance with Article 8 of the National Addendum.]

24.7 The Employer shall not create part-time positions for the purpose of laying off or reducing the hours of a full-time employee.

ARTICLE 25
VACATIONS

- (a) Employees hired after October 2, 2015 will be covered by the "Paid Time Off" provisions outlined in Article 16 of the National Addendum. (b) Employees hired on or before October 2, 2015 will continue to be covered by the PTO provisions in the Local Agreement outlined below until January 1, 2017. On January 1, 2017, all employees will be covered by the PTO provisions outlined in Article 16 of the National Addendum. Employees will continue to schedule time off in accordance with local agreement(s), practices and the provisions outlined below for the duration of this Agreement.

25.2 Use of Vacation

An employee's vacation schedule must be mutually agreed upon between the employee and the Director of Donor Services or designee.

25.3 Holiday During Vacation [Article 15]

25.4 Selection of Vacation Periods

Subject to the Program's operating requirements, choice of available weeks of vacation shall be in accordance with seniority. In both Apheresis and Whole Blood, single vacation days (including multiple single days within a week) may be assigned subject to operational needs allow.

To be entitled to such choice during Prime Time the employee must participate in the following process:

- (a) There will be three (3) rounds of vacation requests/approvals in which vacation blocks of no less than one (1) week will be approved. For Round #1, requests must be received by February 1 with approvals posted on February 15. A maximum of two (2) vacation weeks will be approved in Round #1.
- (b) For Round #2, requests must be received by March 1 with approvals posted on March 15. Only employees with less than two (2) approved weeks are eligible to participate in Round #2.
- (c) For Round #3, requests must be received by April 1 with approvals posted on April 30. All employees may apply during Round #3.
- (d) Following Round #3, requests for remaining vacation time must be submitted by 12:00 noon on Monday, seven (7) days prior to the Collection Week for which the time is requested.

(Prime Time includes: Monday of the 6/15 week through Sunday of the 9/15 week; Thanksgiving week; and Monday of the 12/25 week through Sunday of the subsequent week.)

The Region will make a good faith effort to assign the earliest drive the day before an employee's scheduled vacation (full-week only), subject to the Region's operating needs.

25.5 Requests in Writing

Requests for vacation must be in writing and be approved by the applicable manager or designee.

ARTICLE 26
HOLIDAYS [Article 15]

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

ARTICLE 27
SICK LEAVE

- (a) Employees hired after October 2, 2015 will be covered by the "Paid Time Off" provisions outlined in Article 16 of the National Addendum.
- (b) Employees hired on or before October 2, 2015 will continue to be covered by the PTO provisions in the Local Agreement outlined below until January 1, 2017, all employees will be covered by the PTO provisions outlined in Article 16 of the National Addendum. Employees will continue to schedule time off in accordance with local agreement(s), practices and the provisions outlined below for the duration of this Agreement.

A physician's certificate will be required as a condition of entitlement of sick leave for each absence of four (4) days or more. The Program may inquire into the cause of any absence attributed to sickness or accident.

When an illness prevents an employee from reporting to work, s/ he shall page the Manager of Donor Services or his/her designee (according to then-existing protocol) prior to 10:00 P.M. the night before or between 1-2 hours prior to the departure time for his/ her unit, or starting time of work for employees not on a unit, and in any event not later than 9:00 AM. (call back within thirty (30) minutes) After the first day of illness, the employee shall keep the Manager of Donor Services or his/her designee informed of his or her progress on a daily basis.

27.2 For purposes of this Agreement, the term "occurrence" is defined as an unscheduled absence of part or all of a single day of work (the term "absence" includes reporting to work more than five (5) minutes after the scheduled start time of a shift) or a sequence of continuous absences uninterrupted by a return to work. An occurrence may consist of one (1) day (or part of a day) of absence or tardiness. For an employee reporting for the first time to a location of a blood drive, tardiness shall be defined as reporting to work more than ten (10) minutes after the scheduled start time of a shift. An occurrence also may consist of consecutive days of absence or tardiness occurring in blocks. Holidays, bereavement leave, jury duty, military leave, maternity leave, paternity leave, absences when on workers' compensation, Family and Medical Leave or other leave of absence (excluding sick leave) approved pursuant to this Agreement shall not be considered an occurrence. All other absences and tardiness are subject to being designated as an occurrence (i.e., paid or unpaid sick time and any unauthorized absence or tardiness). An occurrence shall not include an instance when an employee is unable to work a rescheduled drive at significantly different times following the cancellation of a drive within 48 hours of the original scheduled start time of the cancelled drive.

- (b) Employees shall be subject to progressive discipline as set forth below for excessive absenteeism and/or tardiness:

2 tardies shall count as 1 occurrence	Counseling
5 occurrences in a rolling 12-month period	Written Warning
6 occurrences in a rolling 12-month period	1-Day unpaid Suspension
7 occurrences in a rolling 12-month period	Termination
8 occurrences in a rolling 12-month period	Termination

Once an employee is on the discipline track as a result of having incurred five (5) occurrences in a rolling twelve (12) month period, the employee will receive the next level of progressive discipline outlined above for each additional occurrence. The employee will progress to the next level of discipline for each additional occurrence so long as s/he has five (5) or more occurrences in a rolling twelve (12) month period, regardless of whether s/he has dropped one (1) or more occurrences during that rolling twelve (12) month period. It is only at the point that an employee has fewer than five (5) occurrences in a rolling twelve (12) month period that s/he returns to the beginning of the discipline track set forth in Article 27.2.

(On July 1, 2010, the Program will adjust those bargaining unit members with occurrences to the above schedule. That is, tardies will be adjusted to reflect the new standard. For example, an employee who on July 1, 2010 has 4 occurrences, but 2 are tardies, will be adjusted to 3 occurrences. An employee who currently has 3 occurrences, but 1 is a tardy, will be adjusted to 2 occurrences, but upon the next tardy (the 2nd one) will have 1 occurrence added.)

(c) On July 1, 2010, placement on the disciplinary track will be adjusted accordingly under the new threshold of 5 occurrences. For example, an employee who has 6 occurrences on July 1, 2010, and has served a one-day unpaid suspension, will upon the next occurrence still move up to occurrences, but rather than termination will serve another one-day unpaid suspension - that employee will not be terminated for reaching the 7th occurrence, but will be terminated if he or she reaches the 8th occurrence.)

(d) The Program will take into consideration extenuating circumstances, such as unexpected travel conditions, in determining whether or not an instance of tardiness, or situations covered by Article 14.1, shall count towards an occurrence.

ARTICLE 27A
PTO (Paid Time Off)

- (a) Employees hired after October 2, 2015 will be covered by the: Paid Time Off” provisions outlined in Article 16 of the National Addendum.
- (b) Employees hired on or before October 2, 2015 will continue to be covered by the PTO provisions in the Local Agreement outlined below until January 1, 2017. On January 1, 2017, all employees will be covered by the PTO provisions outlined in Article 16 of the National Addendum. Employees will continue to schedule time off in accordance with local agreement(s), practices and provisions outlined below for the duration of this Agreement.

ARTICLE 28
FAMILY AND MEDICAL LEAVE ACT

28.1 In order to assure compliance with the FMLA as it may from time to time be amended, eligible employees will participate

in the American Red Cross Family and Medical Leave Act policy as amended from time to time in the Program’s discretion.

ARTICLE 29
HOURS, STAFFING AND SCHEDULING

29.1 Classification

The work week is seven consecutive twenty-four (24) hour days beginning at 12:00 AM. Sunday. Regular full-time employees are those employees normally employed to work five (5) days, shifts, or units within the work week, except for holidays, vacation, or other authorized absences. Regular part-time employees are those employees normally scheduled to work eight (8) hours or one (1) day, shift or unit, sixteen (16) hours or two (2) days, shifts or units, twenty four (24) hours or three (3) days, shifts or units, or thirty-two (32) hours or four (4) days, shifts or units, except for holidays, vacation or other authorized absences. Notwithstanding the above, nothing in this Section shall be interpreted to preclude the Company from maintaining, instituting or changing shifts or workweeks to obtain the production it desires per Article 7 of the National Addendum, which included the right to require employees to work Saturdays or Sundays.

29.2 Hours of Work; Guaranty

Any employee who reports to work as scheduled, not having been notified not to report to work, will be provided with a minimum of eight (8) hours of work or pay in lieu thereof for that day, not necessarily on the same unit or at the same location. On an extra day, the employee will be guaranteed six (6) hours of work or pay in lieu thereof. All employees shall be expected and required to work their full scheduled shift unless they are informed by the Program that work is not available for them to perform. Employees are to be available for reasonable overtime as may be required by the operation of the Program.

There shall be no guaranty of hours in any day in which an employee:

- (1) Is on leave without pay;
- (2) Is absent without permission;
- (3) Works less than a full shift at the request of the employee; or
- (4) Does not provide the Employer with sufficient notice of a request for leave to allow the employer to schedule a full week of work.

All time docked due to tardiness will be subtracted from the guaranty.

Employees attending training classes during an off day will receive a minimum of four (4) hours pay or training/work at straight time; in the event that training is less than four(4) hours, the employee may decline work to fill out the four hours, but in such event shall be paid only for time trained.

29.3 Overtime

Forced overtime will be done on a rotating basis in reverse order of seniority by location and department among those employees qualified to perform the work.

29.4 Staffing

The Employer shall have the sole right to determine the number of staff to be assigned to mobile units, the donor room, and to Pheresis, and their hours. Notwithstanding the above, nothing in this Section shall be interpreted to preclude the Company from maintaining, instituting or changing shifts or workweeks to obtain the production it desires per Article 7 of the National Addendum, which includes the right to require employees to work Saturdays or Sundays.

29.5 Scheduling for Collection Staff

1. Once each year, the Employer will send a form to all collection staff employees, asking such employees for their preference for start times. The preferences will be earliest start time (before noon) and late start time (noon and after).
2. When preparing schedules, the Employer will assign collection staff personnel in order of seniority by location, department and assigned weekend consistent with their preferences for start times.
3. The Employer may deviate from the seniority requirements of paragraph 2, above, in order to:
 - A. Comply with the Employer's legal obligations (such as the FMLA or ADA);
 - B. Honor special request form (currently known as the "purple request form");
 - C. Meet its obligations for education leave (See section 29.7, below);
 - D. Assign per to Pheresis to maintain competency; or
 - E. Provide an employee with at least ten (10) hours between shifts.
4. Any changes to the assignments after the original schedule has been posted will be at the sole discretion of the Employer and will not be subject to the grievance process. When possible, the schedule must be complete with two (2) weeks' notice of drive assignments including start and end time and location of drive. It is the intent of both parties that in the event of a cancellation of a drive, the impacted employee(s) shall, when possible, be scheduled to work a replacement drive at similar scheduled hours, and the Program will make reasonable efforts with respect to the same.

29.6 Employees may switch assignments so long as:

1. The switch does not result in the Employer paying overtime when it would not otherwise have done so;
2. Employees who have been with the Employer for less than 6 months cannot switch without the Employer's approval; and
3. The switch does not result in more than one-third (1/3) of the employees on a unit being employees who have worked in collections with the Employer for less than one (1) year.

29.6 Education Leave

1. In each location, one employee will be entitled to take "education leave" once each semester.
2. The most senior person who has applied as of July 1, December 1, and April 1, and who has not had education leave within the past two (2) years, will be granted the leave.

3. Education leave will be granted to take one course per semester.
4. The Employer will attempt to schedule the employee who is taking education leave for assignments which would enable the person to attend the class. If the Employer can't do so, the employee can switch with another employee (subject to the restrictions listed above). If neither of these is possible, the employee may take a personal business day or annual leave to make up for the lost work time.

ARTICLE 30 EDUCATION

Tuition Assistance

The Program will make available to regular full-time and regular part-time employees in the bargaining unit tuition assistance up to Three Thousand Five Hundred Dollars (\$3,500) in each of the one-year periods of this agreement, subject to the following conditions:

The regular full-time and regular part-time employees with at least twenty (20) authorized standard hours per week shall have completed one (1) or more years of continuous regular full-time or part-time employment with the Program prior to the start of the course for which the employee is seeking reimbursement.

The course will lead to job improvement or advancement.

The course will be taken at an accredited school or college.

The employee completes a "Tuition Refund Request" from and same is approved by the Director of Human Resources Prior to the employee taking the course.

The employee must present proof of completion of the course with a passing grade.

Upon completion of the course, the employee must provide the Program with a receipt or proof that the tuition has been paid by the employee.

Tuition costs are not covered by scholarship, the G.I. Bill, or otherwise reimbursed.

The employee is actively employed by the Program at the time of the completion of the course.

The amount of the assistance for regular full-time employees will eighty percent (80%) of the cost of tuition, up to Nine Hundred Dollars (\$900), for a full year. After three (3) years of service, the assistance amount shall amount shall be one hundred percent (100%) of the tuition cost, up to One Thousand Six Hundred Dollars (\$1,600) for a full year.

ARTICLE 31 EXCLUSIVE AGREEMENT

31.1 This is the exclusive Agreement, including the National Addendum, between these parties with all prior agreements becoming null and void on the effective date of this Agreement, and/or the date of the National Addendum. This Agreement, including the National Addendum includes all addendum and letters of agreements executed simultaneously herewith and subsequent hereto provided. Some are signed or initialed by both parties.

ARTICLE 32
WAGES AND HOURLY RATES

32.1

(a) Position Hourly Wage Rates

Position	Hourly Start Rate				Hourly Six-Month Rate			
	2015	2016	2017	2018	2015	2016	2017	2018
Collection Specialist	\$ 18.00	\$ 18.36	\$ 18.73	\$ 19.10	\$ 19.00	\$ 19.36	\$ 19.73	\$ 20.10
Apheresis Coordinator	\$ 15.35	\$ 15.66	\$ 15.97	\$ 16.29	\$ 16.35	\$ 16.66	\$ 16.97	\$ 17.29
Administrative Assistant II	\$ 14.41	\$ 14.70	\$ 14.99	\$ 15.29	\$ 15.41	\$ 15.70	\$ 15.99	\$ 16.29
Custodian	\$ 13.86	\$ 14.14	\$ 14.42	\$ 14.71	\$ 14.86	\$ 15.14	\$ 15.42	\$ 15.71
DCA	\$ 13.05	\$ 13.31	\$ 13.58	\$ 13.85	\$ 14.05	\$ 14.31	\$ 14.58	\$ 14.85
Receptionist	\$ 12.63	\$ 12.88	\$ 13.14	\$ 13.40	\$ 13.63	\$ 13.88	\$ 14.14	\$ 14.40

(b) Individual Employee Hourly Wage Rates

32.2 Two or More Functions

The regular rate of any Collection Specialist who on July 1, 2001 had two (2) or more years of service as a Collection Specialist or performing on a continuous basis two (2) or more functions (whole blood, apheresis, community autologous, or preceptor) shall be increased by three and one-half percent (3.5%), retroactive to July 1, 2001. Thereafter, the regular rate of any Collection Specialist who has two (2) or more years of service as a Collection Specialist performing on a continuous basis two (2) or more functions (whole blood, apheresis, community autologous, or preceptor) shall be increased by three and one-half percent (3.5%). Effective the first full pay period after June 30, 2008, an additional 1% shall be added to the base pay of any Collection Specialist who has had 2+ years of service as a Collection Specialist performing a 3rd function on a continuing basis.

32.3 Evening Premium

Consistent with the National Addendum, Article 14, Section 4 and 5, this differential shall remain in effect until the new payroll and HRIS system goes live on July 1, 2016 or at a later time. At that time, employees shall be paid the premium rate outlined in Appendix B of the National Addendum.

Weekend Premium

Consistent with the National Addendum, Article 14, Section 4 and 5, this differential shall remain in effect until the new payroll and HRIS system goes live on July 1, 2016 or at a later time. At that time, employee shall be paid the premium rate outlined in Appendix B of the National Addendum.

32.4 On-Call Pay

Consistent with the National Addendum, Article 14, Section 4 and 5, this differential shall remain in effect until the new payroll

and HRIS system goes live on July 1, 2016 or at a later time. At that time, employee shall be paid the premium rate outlined in Appendix B of the National Addendum.

32.7 Pheresis Differential

Consistent with the National Addendum, Article 14, Section 4 and 5, this differential shall remain in effect until the new payroll and HRIS system goes live on July 1, 2016 or at a later time. This premium will be continued or eliminated as determined by the process outlined in Article 14, Section 6 of the National Addendum.

32.8 Donor Center Differential

Consistent with the National Addendum, Article 14, section 4 and 5, this differential shall remain in effect until the new payroll and HRIS system goes live on July 1, 2016 or at a later time. This premium will be continued or eliminated as determined by the process outline in Article 14, Section 6 of the National Addendum.

32.10 Ten Hours Between Shifts

Consistent with the National Addendum, Article 14, section 4 and 5, this differential shall remain in effect until the new payroll and HRIS system goes live on July 1, 2016 or at a later time. This premium will be continued or eliminated as determined by the process outline in Article 14, Section 6 of the National Addendum.

32.11 Mileage Allowance

Employees who are expressly authorized to use their cars in the performance of their duties by their supervisor shall be paid the amount permitted by the Internal Revenue Service for business travel as it may be adjusted from time to time by the IRS, plus tolls. Employees who travel out of their cost center location, and employees who travel from one work site to another during the day at the request of the Program, shall be paid mileage.

32.12 Basic Life Support

All collection employees shall, as a condition of continued employment, be currently certified in Basic Life Support (CPR). If a newly hired collection employee is not so certified, she shall obtain her certification within thirty (30) days after start of her employment. Every collection employee shall make her own arrangements for initial certification or renewal of certification. Upon presentation to the Program of proof of certification or renewal, the employee shall be paid for her actual time in attendance at the course, not to exceed four (4) hours annually. Any time so paid shall not count as hours worked for purposes of computing overtime. [Article 9]

32.13 Translating Differential

Consistent with the National Addendum, Article 14, Section 4 and 5, this differential shall remain in effect until the new payroll and HRIS system goes live on July 1, 2016 or at a later time. At that time, employees shall be paid the premium rate outlined in Appendix B of the National Addendum.

32.14 No Pyramiding

[Article 14, Section 3]

ARTICLE 33
TERMINATION

33.1 This Agreement shall take effect on and be retroactive from the 1st day of ~~July 2013~~, **October 2018** and shall remain in full force until midnight, September 30, ~~2018~~, **2021** and shall be renewed or reopened consistent with Article 24, Section 1 of the National Addendum.

TEAMSTERS UNION AMERICAN RED CROSS
LOCAL 170 BLOOD SERVICES -
 NEW ENGLAND REGION

BY _____

DATE: _____

Side Letter:

1. “Solely for purposes of Article 8 and Benefits Advantage eligibility, effective 1/1/2011, the Program will reclassify 32-hour employees as 35-hour employees.” notwithstanding the above, nothing in this Section shall be interpreted to preclude the Company from maintaining, instituting or changing shifts or workweeks to obtain the production it desires per Article 7 of the National addendum, which included the right to require employees to work Saturdays or Sundays.
2. Retirement benefits shall be administered in accordance with Article 19 of the National Addendum.

AGREEMENT BETWEEN
AMERICAN RED CROSS MASSACHUSETTS
BLOOD SERVICES REGION
AND
TEAMSTERS LOCAL 170

Fixed Site Staff, other than those classified as CTIII, will be

compensated at an additional \$1.25 in their base wage for performing any and all procedures. After the \$1.25 is applied to their base wage, Fixed site staff will not receive the \$1.50/hr. DRC premium in Appendix B of the National Addendum.

Charge – Full-time charge staff shall receive an additional \$2.25 increase in their base wage rate upon their promotion to the charge role, and at that time, will no longer receive the \$2.50/hr. premium under the terms of the National Addendum.

Staff who are both trained and perform any and all procedures including charge will only receive a max of \$2.25 increase into their base rate of pay.

FOR THE UNION:

FOR ARC:

Eli Gillen
Staff Representative

Lordston Foster
Director Labor Relations

Date

Date

Memorandum of Agreement
By and between
American Red Cross Mass Region
And
Teamsters Local 170

This shall serve as a Memorandum of Agreement by and between Teamsters Local 170 and American Red Cross Blood Services, Mass Region.

Double Red Cell (DRC Mobiles Staff Only) – Staff, other than those classified as Collection Specialist who are trained and perform DRC procedures, will be compensated at \$1.25hr. in their base wage. Staff will not receive the \$1.50/hr. premium under the terms of the National Addendum in accordance with the National Addendum.

Charge (Mobile Staff Only) – Full-time Charge Staff (Collection Specialist) staff shall receive a \$2.25 increase in their base wage rate upon their promotion to the CS role, but will not receive any additional hourly premium for working as Charge. Staff will not receive the \$2.50/hr. premium under the terms of the National Addendum in accordance with the National Addendum.

Double Red Cell (DRC Mobile Staff Only) and Charge Cross Trained Staff (Mobile Staff Only)– There will be no pyramiding of the increases for staff who are cross trained in both Double Red Cell and Charge roles. The maximum increase applied to the base rate will be \$2.25. If a DRC trained staff who already received the \$1.25 increase takes on a Charge role they will receive a \$1.00 increase to their base rate equaling \$2.25 to for both roles, example \$1.25 for DRC + \$1.00 for additional Charge role = \$2.25. Cross trained staff will not receive the DRC \$1.50 and the Charge \$2.50 premium under the terms of the National Addendum in accordance with the National Addendum.

NATIONAL ADDENDUM

American Red Cross and Coalition of American Red Cross Unions

For the Period:
October 1, ~~2015~~ 2018 through September 30, ~~2018~~ 2021

The parties reserve the right to correct inadvertent errors and omissions.
This is the entire agreement which includes unchanged articles and tentative agreements.
Additions and new language are **bold and underlined**.
Language from the prior National Addendum that is being deleted is ~~struck through~~.

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 1205~~, ~~AFSCME Local 1558~~, 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 ~~3018~~ **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.

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

TENTATIVE AGREEMENT

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**, ~~where identified by Article 22.~~ **Any post-ratification disputes regarding**

errors and/or omissions will be handled through the National Grievance process.

ARTICLE 3. Me Too Provisions – NO CHANGE

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 – NO CHANGE

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 20, 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 20.

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. ~~One extension up to six months (not to exceed a total of 12 months) of a temporary assignment may be awarded. The extension~~

~~does not change the employment category.~~
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. ~~One extension up to six months of a temporary assignment may be awarded (not to exceed a total of 12 months). The extension does not change the employment category.~~
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** ~~establish~~ a Senior Partnership Committee (SPC) ~~within sixty (60) days of the effective date of this Agreement~~ 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 ~~drive~~ 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. ~~been trained.~~
 - 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 aphaeresis, 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 ~~and~~ 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. ~~A copy of the matrix shall be provided to the Coalition and the Local Union representative. The Red Cross will, on a semi annual basis (and more frequently if needed), seek input from the local Coalition Unions through their representatives on the Scheduling Advisory Group (SAG) Joint Leadership Team (JLT) as to the content, design and structure of the staffing matrix.~~

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 ~~Paragraph A5~~ Section 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. ~~Consistent with the timeframes in Section H below, the following terms shall apply to Collections staff:~~ 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 are strongly encouraged~~ 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. ~~Current~~ 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. ~~Current~~ Collections staff ~~will be asked to~~ hired prior to January 1, 2016, may volunteer to train for DOT training licensure 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 pending negotiations as outlined above in e.

~~g. On an experimental basis during the first year of this Agreement, Collections staff may be cross trained on those tasks and skills requiring training, first, on a volunteer basis and then on an inverse seniority basis, to perform post collection activities and other tasks typically performed by MUAs (or equivalent job titles). The Red Cross and the Local Union will meet, as needed, to discuss the specific aspects regarding these pilot programs. At the conclusion of the first year of this Agreement, the Red Cross and the Union Coalition's JLT will meet to assess the status of the one year experiment, and discuss modifications or expansion thereof.~~

~~h. The Employer and Local Union will negotiate any appropriate base wage increase related to the additional duties discussed in Section 3, A9 above.~~

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 Rollout

~~A. MUA cross training shall first be rolled out only in regions where there are no locations represented by Coalition unions.~~

~~B. Upon completion of cross training in locations not represented by Coalition unions, the Employer may effectuate this cross training program at locations where employees are represented by only one union, no sooner than January 1, 2016.~~

~~C. No sooner than eighteen (18) months after ratification, the Employer may, by mutual agreement of the parties, effectuate this cross training program at locations where employees are represented by more than one union. Notwithstanding the above, the Employer may work with the unions, upon their request, to effectuate this cross training program in order to avoid a reduction in goal or other business measures that might result in layoffs.~~

D. 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.

(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 CT2 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.

E. 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.

~~F. There shall be no layoffs as a result of MUA cross training for a period of 12 months from the first commencement date of the cross training program in the location.~~

~~G. Generally, the Red Cross anticipates having MUA and Collections Staff cross trained in all Collections work, and hopes to achieve the majority of this through attrition and new hiring. In the event that cross training becomes mandatory for more than 10% of the existing workforce, the Red Cross will meet and confer with the JLT to discuss the program and future implementation.~~

H. Timelines

~~1. MUA cross training to be launched in nonunion locations: Starting in October 2015, MUA cross training will launch at all 9 nonunion locations.~~

~~2. MUA cross training to be launched in single union locations: Starting in January 2016 at the earliest, MUA cross training will launch at all single union locations and Red Cross will start hiring Collection Tech IIs who can drive. The goal is 10% of MUAs go into training at the same time.~~

F. Effective January 2016, MUA cross training launched and the Red Cross began hiring Collection Tech IIs who can drive.

G. The Red Cross retains its right to launch MUA cross-training to be launched in multi-union locations. MUA cross training to be launched in multi-union locations: Starting 18 months after ratification, MUA cross training in multi-union locations will launch unless the parties mutually agree to an earlier launch time.

~~4. Cross training of Collections Staff to assist in loading, unloading, etc.: Collections staff will be asked to assist in unloading, setup, tear down and reloading. (Only in locations that have completed implementation of 45/45/45.)~~

H. 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 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 6. Volunteers

A. The Red Cross may utilize trained volunteers to perform non-regulated tasks and the regulated tasks of donor qualification, ~~once donor qualification technology is implemented~~, 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 SQuIPP 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 7. The Employer will comply with all applicable local, state, and federal staffing laws and regulations.

ARTICLE 10. Collections 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 Collections **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 has begun by focusing on five key areas that Collections 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 Project Team is working with the Scheduling Advisory Group (“SAG”) to develop these solutions; but, this project is still in the “design and development” stage, and is not yet ready for implementation.~~

~~Section 3. The Red Cross Project Team and the Scheduling Advisory Group **will regularly publish Collections staff schedules for at least three (3) future work weeks unless a Local Agreement provides for more advance notice.** make it a high priority to post schedules at least four weeks in advance of. **Prior to releasing the 3rd 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.**~~

~~with a goal of an implementation date of no later than January 1, 2017. It is understood that there may be circumstances that interfere with achieving this goal by January 1, 2017.~~

~~Section 5. The Red Cross Project Team and Scheduling Advisory Group will also examine the~~

~~extent to which mandatory overtime is used and its overall impact on the work force and operations.~~

~~Section 4. In recognition of this fact, The parties agree to continue their collaboration on eollections 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 in extra pay. **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 hours between shifts. This request shall not be unreasonably denied. If the time between shifts is 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 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 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, Company 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.** will meet with Coalition representatives of the Local Unions representing Account Managers and discuss any modifications to the National Donor Recruitment Incentive Plan. **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 Account Manager for circumstances or events outside of

their control. The Employer commits to reviewing such situations and determining appropriate course of action.

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

Section 4. 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 D 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 4 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 5. 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 6. 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 7. 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** 78.30 per year credit (approx. 4 sets of scrubs) and employees who work less than

20 hours per week will receive **\$58.00** 41.90 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** UniFirst at their own expense.

~~Section 5. Until this Collections staff scrub uniform program is implemented, the Employer will provide Collections staff uniforms in compliance with any Local Agreement guidelines.~~

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 earlier of the following:~~ the third full pay period following the 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.** ~~or the retroactive pay raise date contained in any Local Union's executed Exhibit D of the Ground Rules.~~

~~This across the board raise shall be offset by any wage increases provided within the last six (6) months of ratification; and, will replace any future ATB wage increases currently existing in the Local Agreements for the duration of the National Addendum. To the extent that a Local Agreement has a tiered wage structure, the 2% will be applied to the rates in the tiered wage structure subject to the same offsets set forth above. The Employer agrees that one percent (1%) will be applied to the Local Agreements' new hire rates and any tiered wage structures.~~

~~Section 2. One-Time Ratification Bonus. Bargaining unit employees who ratify this National Tentative Agreement (and associated Local Tentative Agreement ("LTA"), if applicable) on or before October 1, 2015, shall receive a one-time ratification bonus of \$1,000.00 for full-time employees (and a prorated amount for part-time employees based on an average of hours worked between January 1, 2015 and June 30, 2015), on the condition that such ratification bonus shall only be paid if this National Tentative Agreement and the associated LTA is ratified by Local Unions representing a minimum of 2/3 of the bargaining unit employees represented by the Coalition Unions, and at least one local bargaining unit of each of five (5) different Coalition member unions (includes newly organized bargaining units that do not yet have a local agreement). Said bonus shall be paid no later than the third full pay period following ratification.~~

~~Section 2. Bargaining unit employees covered by this National Addendum shall receive a two percent (2%) across the board (ATB) structural raise one year subsequent to the receipt of the across the board in Section 1 above; and, another two percent (2%) 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.—To the extent that a Local Agreement has a tiered wage structure, the 2% will be applied to the rates in the tiered wage structure. The Employer agrees that~~

~~two percent (2%) ~~5% (five percent) 3% (three percent)~~ 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. subject to the same offsets set forth 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
– NO CHANGE**

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 40-hour standard work week receive eight (8) hours of holiday pay. Employees whose regularly scheduled standard work week is less than 40 hours receive pro-rated holiday pay based on their standard work hours. For example, an employee, who is regularly scheduled to work a 20-hour workweek, receives four (4) hours of holiday pay and an employee, who is regularly scheduled to work a 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 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 must be taken in full day 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.

Section 5. Transition

~~A. Commencing January 1, 2017, all employees will transition to the standard holiday schedule set forth above.~~

~~B. In the interim, employees will transition to the standard holiday schedule as follows:~~

~~1. Fixed Holidays:~~

~~a. Commencing the first of the month following ratification, fixed holidays in Local Agreements will be replaced with the Red Cross six core holidays and any additional fixed holidays, which occur after ratification, will be converted to floating holidays for use by December 31, 2015.~~

~~b. In 2016, all additional fixed holidays in Local Agreements, other than the Red Cross six core holidays, will be converted to floating holidays. Half of the converted floating holidays must be used by June 30th and the remaining half must be used by December 31, 2016. If there is an odd number of holidays, then the higher number will be used in the first half of the year.~~

~~2. Floating Holidays:~~

~~a. If, in addition to fixed holidays, the Local Agreements also provide for floating holidays, those holidays will be taken as follows:~~

~~(i) For the year 2015, employees may use the floating holidays as provided by the Local Agreement so long as the number of holidays taken does not exceed the total holidays allowed by the Local Agreements.~~

~~(ii) For the year 2016, employees must use half of the floating holidays by June 30th and must use the remaining half of the floating holidays by December 31st. If there is an odd number of floating holidays, then the higher number must be used in the first half of the year.~~

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.

Section 5. Transition to New PTO System

- A. ~~For Local Agreements not already covered by this Article, the transition schedule is outlined below:~~
 - 1. ~~New Hires: Employees hired after ratification are covered by this Article.~~

~~2. Less PTO: This Article is effective January 1, 2016 (Effective Date), for current Local Agreements that provide an accrual schedule that is deemed to be less than the PTO accrual schedule set forth above.~~

~~3. More PTO: This PTO Article is effective January 1, 2017 (Effective Date), for current Local Agreements that provide an accrual schedule that is deemed to be more than the PTO accrual schedule set forth above.~~

~~4. Accruals for non-PTO leave types end: Accruals for any leave type, other than PTO, will end December 31, 2015, for those Local Agreements which provide an accrual schedule that is less; and December 31, 2016, for those Local Agreements which provide an accrual schedule that is more. On the Effective Dates set forth above, employees covered by Local Agreements will only accrue PTO according to this Article.~~

~~5. Some Leave Types Roll into a PTO Account Balance. The following leave types will transition to balances in the PTO account on the Effective Dates:~~

- ~~▪ PTO (and PTO Bank)~~
- ~~▪ Annual Leave~~
- ~~▪ Universal Leave~~
- ~~▪ Earned Time Off~~
- ~~▪ Vacation~~
- ~~▪ Personal Days~~

~~The hours of migrated leave that exceed the new PTO account balance limit will be placed in a PTO Bank to be used before the PTO account can be used and additional PTO can be accrued.~~

~~6. Some Leave Types Roll into a Sick Bank for Limited Use: On the Effective Dates, the following leave balances will transition to a Sick Bank for Limited Use:~~

- ~~Sick Leave (and Bank)~~
- ~~Personal Leave~~
- ~~Extended Leave Bank~~
- ~~Extended Illness Bank~~

7. 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 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 shall 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 and

(4) the provision of support to staff who have experienced workplace violence.

(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.

Section 8. Training Programs. All employees shall successfully complete all necessary training prior to being assigned work (e.g., all employees will complete the Driver Training Program prior to being assigned to drive the equipment vehicles). 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. This program shall, at a minimum, follow the CDC Workbook for Designing, Implementing and Evaluating a Sharps Injury Prevention Program.

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 ninety (90) days 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. 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 1719. Healthcare

Section 1. Effective January 1, 2019, the Healthcare plan will be modified to increase the individual deductible to \$600 per year and the family deductible to \$1,200 per year. Out of pocket maximums shall be set at \$4,000 and \$8,000 respectively. Additionally, The Short Term Disability benefit shall be increase by \$25 per week. The Joint Committee on Benefits (per Article 19) shall have the authority to make future Healthcare Plan design changes during the term of this Agreement. The Employer shall have the right to request bids for alternate coverage in Plan years 2020 or 2021, or as soon thereafter as practicable, Bargaining unit employees **with one (1) year or more of service will transition to **be provided coverage for the duration of this contract through the "Full Coverage" Team Care M200 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 cost of premiums for Full Time Employees (in accordance with the ACA or applicable law) for tiers of coverage shall be shared 80% ARC / 20% Employee, for individual coverage; and 70% ARC / 30% Employee for all other tiers of coverage. All future premium increases shall flow through in accordance with the above cost sharing model.~~

~~Increases in the cost of premiums for Full Time Employees (in accordance with the ACA or applicable law) for tiers of 2019 coverage shall be shared at the current 87.6% ARC / 12.4% Employee, for individual coverage; and 73.9% ARC / 26.1% Employee for all other tiers of coverage. 2020 premiums shall flow through in accordance with the above cost sharing model. be shared 86% ARC / 14% employee for individual coverage and~~

~~73% ARC / 27% Employee for all other tiers of coverage. 2021 premiums shall be shared 85% ARC / 15% employee for individual coverage and 72% ARC / 28% Employee for all other tiers of coverage.~~

The Employer and Employee premium cost share shall remain unchanged at the 20189 percentages for each tier of coverage for the duration of this contract. Any subsequent annual premium increases will be assigned per the 20189 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. To the extent that Team Care agrees as part of its Participation Agreement with the Red Cross to permit bargaining unit employees to the Parties can negotiate such terms with the Healthcare provider, **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 provisions will apply:~~

A. Red Cross shall not be required to make a contribution on behalf of any ~~current~~ employees; who **do not enroll in coverage.** ~~have not enrolled in Team Care coverage by December 31, 2015, or who have elected to waive coverage by that date.~~

B. ~~For newly organized bargaining units covered by this National Addendum, the Red Cross shall not be required to make a contribution on behalf of those employees, who have not enrolled in coverage under~~

~~Team Care by the date specified in the Local Agreement or Memorandum of Understanding between the parties, or who have elected to waive coverage by that date.~~

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. ~~Employees who are enrolled in a qualified high deductible health plan can continue to make additional contributions to their HSA up to their 2015 calendar year contribution limit including an allocation of some or all of the ratification bonus referenced in Article 13 Compensation for their use under their existing health care plan or under any future health care plan including Team Care M200.~~

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. ~~For employees who enroll in coverage, the Employee shall make premium contributions during this eight week eligibility period per Section 2 above. ARC shall not be responsible for premium contributions if the employee quits or is terminated in the first eight weeks of employment. ARC will provide the full eight weeks of employer and employee premiums upon the employee's completion of the 8th week of employment.~~

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 1820. Flexible Spending Accounts

~~Section 1. Employees with **may enroll in Flexible Spending Accounts (FSA) for qualified medical expenses for the duration of this National Addendum. This shall include the use of a debit card for expenses.** will maintain their current FSA balances and contributions (unless they are eligible to change based on a Qualified Life Event) and their accounts will be available for qualified expenses incurred until December 31, 2015. Those funds will be available for permissible reimbursements through April 30, 2016.~~

~~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 1921. Retirement Plan

~~Section 1. Effective January 1, 2016, all employees who are not currently on the standard American Red Cross Savings Plan 401(k) shall move to the standard plan. All employees still accruing benefits in the Red Cross defined benefit plan shall no longer accrue such benefits, and shall only be eligible for participation 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. This proposal does not affect the terms of the Savings Plan concerning the Red Cross' discretionary matching contribution.~~

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.

~~D. Section 3.~~

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

ARTICLE ~~20~~22. Advance Notice – NO CHANGE

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 ~~24~~ 23. National Grievance and Arbitration Procedure – NO CHANGE

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 designee shall provide a written answer to the Union 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

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 22. Conflicts Between the National Addendum and Local Agreements

Section 1. Purpose

- A. ~~The purpose of this Article is to provide a mechanism for a Local Union, National Union, Red Cross, and the Coalition, as appropriate, to use when at least one party identifies a conflict or inconsistency between a specific provision of the National Addendum and a Local Agreement.~~
- B. ~~All terms and conditions of employment contained in Local Agreements shall continue in effect unless the Local Agreement conflicts with or is inconsistent with specific provisions of the National Addendum as identified by Article 22. In such cases, the specific provisions of the National Addendum shall supersede the provisions of the Local Agreement identified.~~

Section 2.

~~If there is a dispute between the Local Union and the Red Cross on where a Local Agreement conflicts with or is inconsistent with specific provisions of the National Addendum, the parties have agreed to use the following process:~~

- A. ~~Within forty five (45) calendar days of the ratification date of the National Addendum, the National Parties (i.e., Red Cross and the Union Coalition) shall provide written notification to each other identifying the specific provisions in conflict with or inconsistent with the National Addendum and a brief explanation of the party's position on each alleged conflict or inconsistency.~~
- B. ~~The National Parties shall create an Ad Hoc Conflict Resolution Committee (AH-CRC) which will meet to discuss and resolve any conflicts identified in the notice. The AH-CRC will consist of three (3) representatives from the Red Cross; one (1) representative from the affected Local Union, one (1) representative from the affected International/National Union,~~

~~and one (1) representative from the Union Coalition.~~

- ~~1. If the parties reach a resolution, it shall be memorialized in a Memorandum of Understanding between Red Cross and the Local Union, which shall serve as an amendment to the Local Agreement.~~
- ~~2. If the National Parties are unable to reach an agreement, the remaining issues will be submitted to a neutral arbitrator for a final and binding resolution.~~

Section 3. Arbitration

A. Selecting an Arbitrator

~~Within two (2) calendar days of the AH-CRC's failure to resolve the dispute, the parties shall mutually agree on an arbitrator. In the event that the parties cannot mutually agree on an arbitrator, the moving party will request a list of seven (7) NAA-certified arbitrators from the Federal Mediation and Conciliation Service (FMCS), and immediately forward a copy of the request and the FMCS list of arbitrators to the responding party. Within five (5) calendar days after the responding party's receipt of the FMCS list, the parties shall have a conference call to strike arbitrators from the list until one remains. The remaining person shall be the duly selected arbitrator.~~

B. Arbitration Hearing

- ~~1. The arbitrator's fees and expenses of the arbitration will be paid equally by Red Cross and the affected Local Union. Each party will be responsible for the cost of its witnesses.~~
- ~~2. Generally, arbitration hearings shall be conducted telephonically unless one party objects then, an in-person hearing shall occur.~~

~~The arbitration hearing will be held at the Red Cross, or at any other mutually agreed site.~~

~~3. The arbitrator shall issue a bench ruling at the conclusion of the hearing. The bench decision shall be reduced to writing within five (5) days of the conclusion of the hearing. However, the parties may mutually agree to submit post-hearing briefs, or depending upon the complexity of the issues, the arbitrator may request that the parties submit post hearing briefs before issuing a decision.~~

~~C. Authority of the Arbitrator~~

~~1. The National Parties agree that the jurisdiction and authority of the chosen arbitrator and the opinion expressed by the arbitrator shall be to the issues resolvable through the scope of the process outlined in this Article.~~

~~2. The Arbitrator shall determine that either the National Addendum supersedes the Local Agreement on the matter at issue, or it does not. The Arbitrator also has the authority to choose either management's or the union's last proposal, if applicable. The Arbitrator shall not have the authority to fashion his or her own language for adoption by the parties. The arbitrator will have no authority to add to, subtract from, alter, amend, or modify any provision of this National Addendum.~~

~~3. In cases where the Red Cross has implemented a provision(s) that is a pending conflict and the union prevails at hearing, the arbitrator shall have the authority to grant the appropriate remedies including status quo ante relief.~~

~~4. The arbitrator's decision shall be confined to the matter presented and only apply to the involved parties and the singular Local Agreement at issue.~~

~~D. Arbitration Decision~~

~~If a matter is forwarded to arbitration for resolution, then the parties shall adopt the arbitrator's final and binding decision and amend and enforce the Local Agreement accordingly. As such, the arbitrator's final decision will not require a ratification vote, and Local Unions party to this agreement must determine whether they are permitted to use binding arbitration in lieu of ratification prior to seeking arbitration.~~

~~E. Updated Local Agreements~~

~~Red Cross shall provide all bargaining unit employees with updated copies of the amended Local Agreement by delivering said copies to the bargaining agent.~~

~~Section 4. Waiver~~

~~A party's failure to notify the other party of possible conflicts in the parties' Local Agreement in accordance with this Article, or failure to comply with the deadlines contained within this Article, shall constitute a waiver to use the resolution process contained within this Article. Disputes that arise after the forty five (45) day period outlined in Section 2A above shall be subject to the relevant grievance/arbitration procedure in the Local Agreement or National Addendum.~~

~~Section 5. Timeliness~~

~~The parties may mutually agree in writing to extend any timelines outlined in this Article.~~

**ARTICLE 23 24. Separability and Savings
Clause – NO CHANGE**

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 21 who shall resolve the dispute via interest arbitration.

ARTICLE 24 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**~~September 30, 2018~~, 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. ~~During the ratification of this National Addendum, Local Unions shall open all Local Agreements for the limited purposes only of changing the expiration date of a Local Agreement to the same expiration date of the National Addendum, and appending the National Addendum to the Local Agreement. However, upon mutual agreement of the local parties, the Local Agreements that have expired may be reopened to negotiate items not covered by the National Addendum or to negotiate conflicts as provided by Article 22.~~

The National Tentative Agreement (“NTA”) and Local Tentative Agreement (“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. ~~One-Time Ratification Bonus. Bargaining unit employees who ratify this National Tentative Agreement (and associated Local Tentative Agreement (“LTA”), if applicable) on or before October 2, 2015, shall receive a one-time ratification bonus of \$1,000.00 for full-time employees (and a prorated amount for part-time~~

~~employees based on an average of hours worked between January 1, 2015 and June 30, 2015), on the condition that such ratification bonus shall only be paid if this National Tentative Agreement and the associated LTA is ratified by Local Unions representing a minimum of 2/3 of the bargaining unit employees represented by the Coalition Unions, and at least one Local bargaining unit of each of five (5) different Coalition member Unions (includes newly-organized bargaining units that do not yet have a local agreement). Said bonus shall be paid no later than the third full pay period following ratification.~~

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** ~~January 1, 2016~~. 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. ~~For licensed staff employed as of October 1, 2018~~ The Employer and the Unions agree that in connection with Article 9 Staffing, Section ~~3~~ 2 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.

**MEMORANDUM OF UNDERSTANDING NO.
2 – Turnaround Time – NO CHANGE**

1. The Red Cross (the “Employer”) and the following listed Local Unions (the “Unions”) agree to a transition of existing bargaining units who currently have an eleven (11) hour turnaround time provision under the below alternatives. This Memorandum of Understanding is limited to the following bargaining units: CWA 1122, UAW 2322, AFSCME Council 31, AFSCME Local 3145 and ONA Local 5905/AFT.
2. Each individual named Local Union may, upon ratification of the National Addendum, choose to alter the terms of their Local collective bargaining agreement and accept the terms of the National Addendum relative to turn-around time. Specifically, the National Addendum provides that there will be ten (10) hours turn-around time between the last compensable hour of one shift and the commencement of the next shift and, if less than ten (10) hours rest is provided between the end of one shift and the commencement of the next, the employee would be paid a lump sum amount of fifty dollars (\$50.00). This would take effect upon ratification of the National Addendum.
3. As an alternative to Paragraph 2 above each individual named local union may, upon ratification of the National Addendum, retain the current provisions of their Local collective bargaining agreements relating to

turn-around time at the time the National Addendum is ratified.

4. Should a named Local Union elect to retain the current turn-around time provided in their respective local collective bargaining agreements, such shall remain in effect through December 31, 2016. As of January 1, 2017, the provisions regarding turn-around time set forth in the National Addendum will become effective and supersede the provisions of the Local Union collective bargaining agreement as to that limited topic.

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).

**MEMORANDUM OF UNDERSTANDING NO.
3 – 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.
4 – 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

- 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 ~~to~~ 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 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.

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 HPAE
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 - NO CHANGE

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 1st shift, will be compensated with a shift differential for the hours worked that fall into a 2nd or 3rd shift category. Any hours worked during 1st 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

Standard Shift Differential	
Shift	Monday-Friday
1st Shift: 6a-6p	Base pay
2nd Shift: 6p–midnight	\$1.75/hour
3rd Shift: midnight-6a	\$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

Manufacturing		Testing		
Shift	M-F	Weekend	M-F	Weekend
7a-3p	Base pay	\$1.25	Base pay	\$1.50
3p-11p	\$1.75	\$2.75	\$2.00	\$2.25
11p-7a	\$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	
6a-6p	Base pay	\$2.00	Base pay	\$1.50	Base pay	\$2.00	6a-6p	Base pay	\$1.25	
6p-12a	\$2.00	\$3.00	\$2.00	\$2.50	\$2.00	\$2.00	6p-6a	\$1.75	\$2.50	
12a-6a	\$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
1st Shift: 6a-6p	\$1.25/hour
2nd Shift: 6p-midnight	\$2.00/hour
3rd Shift: midnight-6a	\$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
Standard	\$10/day	\$15/day
IRL	\$2.25/hour	\$2.75/hour
IRL Reviewers	\$1.50/hour	\$2.00/hour
Therapeutic Apheresis	\$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
Standard	3 hours	• The 3 hour guarantee only applies when the

		employee must come in to the office to work
IRL	3 hours	<ul style="list-style-type: none"> • Work performed at call in is 1.5x
Therapeutic Apheresis	3 hours	<ul style="list-style-type: none"> • 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. • Prep work and consults are at straight time rate up to 40 hours worked in a pay week. Standard overtime rules apply. • 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) • Require staff to IVR or online punch weekly work to track time taking calls, time traveling and time working

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 – 2018 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