

# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BLOOD SERVICES  
NORTHERN OHIO REGION  
of the AMERICAN RED CROSS  
(COLLECTIONS)

AND

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL 507



Effective:

October 1, ~~2018~~ 2021 through September 30, ~~2021~~ 2024

## **AGREEMENT**

This Agreement is entered into on October 1, **2018 2021**, by and between the NORTHERN OHIO BLOOD SERVICES REGION, referred to as the “Region” or the “Employer,” and THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION NO. 507, referred to as the “Union.”

Additionally, the Parties agree to the provisions of the National Addendum to this Local Addendum, which is attached and hereby incorporated for all purposes.

## **GENDER**

Captions and terms contained and used in this Agreement are for convenience only, and whenever the masculine or feminine gender is used, it shall equally include the other.

## **PREAMBLE**

Whereas, this Agreement has as its purpose the creation of an atmosphere of good faith, confidence and mutual respect; the establishment of an equitable and peaceful procedure for the resolution of difference; the creation of an environment in which the Region and the Union can cooperate to achieve their joint objectives; and the establishment of wages, hours of work and other terms and conditions of employment; and

Whereas, the Region and the Union recognize that the Red Cross is a volunteer organization, governed on a national and local level by volunteers and, in addition, that the volunteers are an important and integral part of the Blood Program operations; and that the creation of an effective and harmonious working relationship between volunteers and staff is a prime concern of the parties and, further that this Agreement and other practices and policies affecting Blood Program working conditions should be implemented in such a way as to enhance this working relationship; and

Whereas, the Region and the Union recognize that the Region’s Blood Program is a service vital to the health, safety and welfare of the community; and that organized labor, in proof of its commitment to the community service, is a major giver of blood, community service can be preserved through mutual acceptance, understanding, and commitment; and further, that the rights of employees to the good faith collective bargaining process is the cornerstone of strength of organized labor which makes possible voluntary, noncommercial blood banking; and

Whereas, the Region and the Union recognize that the Collections and Special Services units play a vital role in the collection, maintenance and distribution of blood supplies and are assured of a fair regard for their labor in return for efficient and dedicated service, the parties agree as follows:

### **1. OBLIGATION & RECOGNITION**

1. It is mutually understood and agreed by and between the parties hereto that, except as otherwise provided herein the hours, hourly rates of pay and working conditions hereinafter set forth shall be binding upon the parties hereto from the date of ratification until terminated, as hereinafter provided.
2. Pursuant to the certification of the National Labor Relations Board in Cases No. 8-RC-16640 and 8-RC-16827, the Region recognizes the Union as the sole collective bargaining agent for regular full-time and regular part-time employees employed by the Region, excluding guards, temporary employees, and supervisors as defined in the National Labor Relations Act.

### **2. MANAGEMENT RIGHTS**

1. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Region, including, but not limited to the rights: to reprimand, suspend, demote, discharge, or otherwise discipline employees for just cause; to determine the number of employees to be employed; to utilize part-time, per diem (WAE), and temporary employees and volunteers; to hire employees, determine their qualifications and assign and direct their work; to assign on a temporary basis bargaining unit employees to non-bargaining unit positions; to promote, transfer, layoff, and recall to work employees; to set the standards of productivity, the services to be rendered; to determine an employee’s ability to

perform assigned work in a satisfactory manner; to maintain the efficiency of operations; to determine the personnel, methods, procedures, means, and facilities by which operations are conducted; to set the starting and quitting time, the number of hours and shifts to be worked and the work week; to require, schedule and assign overtime work; to establish and change work schedules and assignments; to close down, or relocate the Region's operations or any part thereof, to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service; to establish new job classifications; to determine job content; to control and regulate the use of machinery, facilities, equipment, and other property of the Region; to introduce new or improved service, testing, and maintenance methods, materials, machinery, and equipment; to issue, amend and revise policies, rules, regulations, and practices; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Region and to direct the Region's employees.

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

2. No rules, customs, past practices or agreements, other than those expressly contained herein, shall limit or restrict the Region's right to determine the staffing requirements for work to be performed within the scope of this Agreement or the exercise of any other management right. No rules, customs or past practices which limit or restrict productivity, efficiency, the individual and/or joint working efforts of employees, the amount of work which an employee may perform or, in any other way, the Region's right to manage its business, shall be permitted.
3. Supervisors (and volunteers) may perform bargaining unit work in the circumstances outlined in Article 9, Section 3(A)(5) and Section 6 of the National Addendum.

### **3. BARGAINING UNIT WORK**

1. Supervisors (and volunteers) may perform bargaining unit work in the circumstances outlined in Article 9, Section 3(A)(5) and Section 6 of the National Addendum.
2. The Employer shall not subcontract work governed by this Agreement for the purpose of replacing active bargaining unit employees.

### **4. CONDITIONS OF EMPLOYMENT**

1. All present bargaining unit employees of the Employer shall, as a condition of continued employment, be members of the Union on the thirty-first (31<sup>st</sup>) day following the date of this Agreement and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fee, and assessments uniformly required as a condition of acquiring or retaining membership in the Union.
2. It is agreed that all new bargaining unit employees of the Employer, as a condition of continued employment, shall be members of the Union on the thirty-first (31<sup>st</sup>) day following the beginning of their employment and thereafter shall continue membership in good standing in the Union by the tender of periodic dues, initiation fee and assessments uniformly required as a condition of acquiring or retaining membership in the Union.
3. Dues Check-off. In accordance with individual check-off authorizations, the Employer shall deduct from bargaining unit employees' earnings, Union membership dues, including initiation fee and assessments uniformly required which are payable by such employees and shall remit the amount so deducted to the Union, monthly according to the Region's payroll schedule.

It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article 4, Section 3, and the Union hereby agrees that it will protect, indemnify and hold the Employer harmless from any actions, claims or proceedings, including attorneys' fees, arising from any actions taken by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

4. Within five (5) days of notification by the Union that an employee is in default in the payment of their

dues or initiation fees, the Company shall be required to discharge said employee and said request must be complied with. The Union agrees to indemnify and hold the Region harmless for compliance with the provisions of this Article.

5. Ohio Teamsters Credit Union members employed by the Region must complete an electronic transaction through the employee Self Service System if they desire a savings deduction each pay period. Savings deductions from the employee's earnings in such amounts as the employee designated for each pay period shall be made and remitted to the Credit Union each month.

## **5. NO STRIKE / NO LOCKOUT PROVISIONS**

1. The Union agrees that during the term of this Agreement, there shall be no strikes, picketing, slowdowns, or work stoppages, except as otherwise provided herein or as permitted by law.
2. The Region agrees that during the term of this Agreement, there shall be no lockouts.
3. It is specifically understood and agreed between the parties to this Agreement that the Union shall not be liable in any manner whatsoever for the conduct of its agents, members or bargaining unit employees unless said conduct is specifically authorized or subsequently ratified by official action of the governing body of the Union. However, any bargaining unit employee who participates in any unlawful strike, slowdown or other stoppage of work is subject to immediate discharge without recourse to the grievance procedure.
4. The Union agrees, however, that if any of its agents, members or bargaining unit employees shall cause a strike, slowdown or other interruption or stoppage of work, it will immediately, but no more than twenty-four (24) hours after written request of the Employer, cause to be posted on the bulletin board of the Employer's facility, a notice declaring that the strike, slowdown or stoppage or other interruption of work is not an authorized act of the Union, and shall call upon those persons participating therein to resume work as usual.
5. The Region agrees to make every effort to either reschedule or relocate an operation at a facility or a site within a facility where there is a strike and active picketing.
6. No employee shall be required to cross a picket line during a labor strike when the employee perceives a threat of physical harm or imminent danger. In such instances, the employee shall contact Operations for further direction.
7. The Region and Union agree that they shall abide by the ten (10) day notice provision of the Health Care Amendment to the National Labor Relations Act.

## **6. STEWARDS**

The Region recognizes the right of the Union to designate stewards for the purpose of investigating and presenting grievances under the contract. The employer will provide a list of union stewards and contact information to each new hire immediately upon starting their employment. The number of stewards shall be limited to a maximum of sixteen (16).

The Union shall furnish the Region with the name of any authorized steward and shall notify the Region in writing of any changes thereto. Where the Region requires the presence of a steward during working hours, the steward shall not lose pay as a result. Otherwise, time spent by a steward investigating or handling grievances or potential grievances should normally occur during non-work time (lunches/breaks) and shall not interfere with his work or that of another employee. During times when no donors are present, Stewards can obtain the permission of supervisor/operations prior to conducting any union business during work hours.

An updated seniority list shall be available to the Union and Union Steward upon request within a reasonable timeframe.

The Region may grant necessary time off without discrimination or loss of any seniority rights and without pay to no more than four (4) employees at one time, designated by the Union, to attend a National Teamster Labor Convention.

The Region may grant time off without pay for Union Stewards to attend educational seminars or other official union functions. The Union will request such time off at least thirty (30) days prior to the scheduled date.

The Region will provide a bulletin board in each fixed site, as close to time clocks as practicable, and at the Region (where the current MUA bulletin board exists) designated for posting notices and announcements relating to Union business.

## **7. GRIEVANCE PROCEDURE AND ARBITRATION**

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

### Step 1:

1. If any controversy or difference shall arise between the Union and the Employer, or between any employees and the Employer, with respect to the interpretation or effect of this Agreement with regard to the rights, obligations, or liabilities of the parties hereunder or otherwise, such controversy or difference, in order to be considered a valid grievance under this Agreement, must be reduced to writing by a Local Union member in conjunction with the shop steward and/or the Local Union office and submitted to the Human Resources department and/or a Collection's supervisor within seven (7) days of the date on which said grievance, dispute, controversy, or the like occurred. Once a grievance is timely filed in accordance with this Paragraph, the grievance shall be processed as follows:
2. Within seven (7) days after a grievance is filed and received by management, the grievance shall be answered in writing by the supervisor. If within seven (7) days of receiving the answer to Step 1 the grievant fails to appeal the grievance to Step 2, the grievance shall be considered to be resolved and the matter closed.

### Step 2:

1. If the grievant is dissatisfied with the answer issued to Step 1, a written appeal may be filed by the steward and or Local Union office and forwarded to the Human Resources department within seven (7) days of receiving the answer to Step 1.
2. As soon as possible, but no later than fifteen (15) days after a grievance is appealed to Step 2 and received by Human Resources, the grievance shall be subject to a meeting between representatives of the Union (business agent and shop steward) and representatives of the Employer (HR representative and Collections representatives) for full discussion and, if possible, an amicable settlement. Within seven (7) days of this meeting a decision to the grievance shall be issued in writing by the employer to the Local Union office.

### Step 3:

Arbitration Procedure In the event the grievance is not settled or otherwise adjusted in the above grievance meeting, the Union shall have the right to submit the grievance to arbitration by notifying the Employer of its intention to arbitrate said grievance within thirty (30) days from the date of the Union's receipt of the Company's written decision following the above grievance meeting. Upon arbitration notice from the Union, the Union and the Employer shall promptly attempt to agree upon an impartial arbitrator. If an impartial arbitrator cannot be mutually selected, the Union may request the Federal Mediation and Conciliation Service to submit a panel of arbitrators and the impartial arbitrator shall then be selected in Conciliation Service to submit a panel of arbitrators and the impartial arbitrator shall then be selected in accordance with the FMCS rules. Nothing in this Article prohibits the parties from mutually agreeing to utilize either the regular arbitration, or the expedited arbitration procedure forum to hear any specific grievance.

1. It is agreed that during such proceedings there shall be no lockouts, strikes, or stoppage of work. Furthermore, the costs of arbitration shall be shared equally by the Union and the Employer.
2. The procedure set forth in this Article shall be the exclusive method of redressing grievances between the parties, and decisions of arbitrators and settlements reached by the Employer and the Union in any step of the grievance procedure shall be final and binding on the Union, the Employer, and the

employees. It is clearly understood that at any stage in this grievance procedure, the Executive Board of the Union has the final authority, in its representative capacity for the aggrieved employee(s), to decline to process a grievance further, if, after a reasonable and fair exercise for the Board's judgment, it is concluded that a grievance (1) lacks merit or justification under the terms of this Agreement, or (2) has been settled or adjusted in a fair and equitable manner.

3. The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the specific provisions of this Agreement. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, and shall have no authority to effect outcomes that would apply to any time period prior to the date of the presentation of the grievance in STEP 1.
4. Any grievance, dispute, controversy or the like, not filed by a Local Union member with the shop steward or at the Local Union office within seven (7) days of the date on which the said grievance, dispute, controversy or the like occurred, shall be irrevocably waived by the said Local Union member, per STEP 1.

NOTE\*\* The term "days" for purposes of counting timelines as they pertain to this Article shall mean Business Days, excluding holidays. The timelines defined in this Article may be extended by mutual agreement of the Local Union and Region Human Resources.

## **8. DISCIPLINE AND DISCHARGE**

1. The Employer reserves the right to discipline, suspend or discharge Employees for just cause. Employees of the Employer have definite responsibilities in regard to their conduct and safety while working for the Employer. Towards that end, the Employer reserves the right to adopt reasonable rules and regulations, with advance notice to the Union, not inconsistent with the terms of this Agreement governing Employee conduct and to discipline, suspend or discharge Employees for violating the same.

The Employer agrees to recognize and employ the principles of progressive disciplinary steps i.e. verbal warning, written warning, final warning, and discharge. Thus, in the case of minor offenses, a first violation will be dealt with through verbal counseling and/or a written warning. In the case of serious offenses, including but not limited to offenses such as stealing, insubordination, falsification, etc., the Employer reserves the right, even on the first offense, to impose appropriate discipline (up to and including discharge). Disciplinary action will be served on an employee within sixty (60) calendar days of the events leading up to the discipline. Recognizing that other serious offenses may occur in addition to those examples listed above, the Employer will evaluate the nature of the offense and use its best judgment in applying appropriate discipline. Attendance violations will be tracked and moved through progressive discipline separately from other policy violations or performance issues. In all cases of discipline, the Human Resources Manager (or his designee) will assist in observing fair handling of the situation. Discipline will not be issued in an arbitrary or capricious manner. Copies of disciplinary action of written warnings and above will be forwarded to the Union office on a monthly basis.

Any employee required by Management to report to the Company office for a reprimand or conference pertaining to their work performance shall be allowed to have a Union Steward accompany them.

2. **Personnel Files.** Members shall be notified when information is placed into their personnel file with regards to work performance, or subject to progressive disciplinary action. The employee shall have the opportunity to respond to the material being added to their file. The employee's response shall also be maintained in the file. Performance related material and disciplinary records shall only be held in account for a rolling twelve (12) month period, with the exception of final warnings. These final warnings may be counted for a period of up to eighteen (18) months. Employees may inspect their own personnel records in the Human Resources Department during normal business hours.

## **9. DEFINITION OF EMPLOYEE**

The definition of Employment Categories is set forth in Article 5 of the National Addendum; however, per the National Addendum, the definition of full-time employees under this Agreement shall continue to be those employees classified as full-time and who are regularly scheduled to work thirty-seven and one-half (37½)

hours or more per week. Notwithstanding the above, an employee's eligibility for benefits is controlled by the relevant benefits provisions in the National Addendum.

## **10. PROBATIONARY EMPLOYEES**

New employees shall serve a probationary period of one hundred eighty (180) calendar days before becoming a regular employee. During such probationary period the employee may be discharged and such action shall not be made the subject of the grievance procedure.

## **11. HOURS OF WORK**

1. For the purpose of computing weekly overtime, the regular work week, as defined in the National Addendum, shall consist of thirty-seven and one-half (37½) hours. All time worked over forty (40) hours per week, as defined above, shall be paid for at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay.
2. Scheduling
  - (a) The Employer may make assignment changes for good cause after the schedule is posted. If a change in the scheduled assignment becomes necessary, the Employer shall notify each employee affected by direct verbal contact and/or written notification as soon as possible, up to twenty-four (24) hours before the scheduled work day assignment.
  - (b) Employees may trade assignments with the approval of the Employer as long as the trade does not result in any additional expense to the Employer.
  - (c) Scheduling requests for a specific day off should be submitted to the Employer by the Wednesday prior to the schedule being posted.
  - (d) Each pay period the Employee will receive notice that reflects an itemized statement of earnings, deductions, and withholdings.
  - (e) We are a service business and every effort will be made to accept every donor who presents. The Region will make every effort not to schedule donors less than fifteen (15) minutes before the close of registration.
  - (f) Every effort will be made to not schedule employees on consecutive weekends.
  - (g) Promotional Drives. Promotional drives are drives where the Region provides promotional items to donors. The parties understand that promotional drives may result in a higher number of units collected. The Region agrees to evaluate such promotional drives to determine if additional measures are needed for future promotional drives at the same site.
3. Reporting Pay. Any regular full-time employee reporting for work as scheduled shall be given the opportunity to work three (3) hours, or shall receive three (3) hours' pay in lieu thereof where there is no work available for the employee to perform, providing, however, the employee is available for three (3) hours of work and is qualified to perform the work required. The hours paid for reporting pay are inclusive of travel time. This would not apply to In-Service meetings. In the case of In-Service meetings, employees will be compensated for actual hours spent at the meeting.

Where operations are suspended as a result of circumstances beyond the Region's control, such as fires, floods, storms, failure of power supply, bomb threats, and other emergencies, then the employees will receive pay only for hours actually worked.
4. Lunch Periods. The Employer shall provide meal periods and rest breaks to employees in accordance with Article 8 of the National Addendum.
5. Rest Periods. The Employer shall provide meal periods and rest breaks to employees in accordance with Article 8 of the National Addendum.
6. Paid Travel Time. It is expected that staff members will have reliable transportation and will travel the most direct route. The most direct route will be determined by use of a GPS unit or MapQuest.

#### Mobile Collections Staff

- (a) Staff are paid for time after one-half ( $\frac{1}{2}$ ) hour of departing their home and up to one-half ( $\frac{1}{2}$ ) hour prior to returning home from a mobile work site, training event, in-service or meeting called by a supervisor.
- (b) Travel time is to be taken in five (5) minute increments. (Example: Staff member takes forty (40) minutes to get to work. The staff person will receive ten (10) minutes' travel time in each direction.)
- (c) Staff will be paid for exact travel time from a training event, in-service or meeting (called by the supervisor) to the assigned unit.
- (d) Staff will be paid only for the exact travel time in cases where staff do not go directly to an assignment from a training event, in-service or meeting (called by the supervisor), or where there is a break in time between any of these events and the required start time that is greater than the travel time required.
- (e) Drivers do not receive travel time to the Region to pick up ARC vehicles.

#### Fixed Site Staff

- (a) Staff assigned to a designated "home" site will not be reimbursed for travel time.
- (b) Staff who are assigned to work at a site other than their designated "home" site are paid for time after one-half ( $\frac{1}{2}$ ) hour of departing their home and up to one-half ( $\frac{1}{2}$ ) hour prior to returning home.
- (c) Staff who are assigned to their designated "home" site and then are reassigned during the day to another fixed site will be paid for exact travel time between sites and paid travel time up to one-half ( $\frac{1}{2}$ ) hour prior to returning home.
- (d) Staff are paid for time after one-half ( $\frac{1}{2}$ ) hour of departing their home and up to one-half ( $\frac{1}{2}$ ) hour prior to returning home for a training event, in- service or meeting called by a supervisor, if the event is scheduled at a location that is not their designated "home" site.

### 7. Mileage Reimbursement

#### Mobile Collections Staff

- (a) Mileage in excess of fifty (50) miles per day is reimbursed for travel to a mobile work site, training event, in-service or meeting called by a supervisor.
- (b) Mileage is reimbursed for exact miles between work assignments when staff are reassigned during the work day.
- (c) Drivers do not receive mileage reimbursement to the Region to pick up ARC vehicles.
- (d) Mileage will not be paid to employees who ride to work locations in ARC vehicles.
- (e) Parking fees and tolls will be reimbursed provided receipts accompany the mileage log form and the most direct route was used. The most direct route will be determined by use of a GPS unit or MapQuest. Parking fees will be for the hours of the mobile operation only.
- (f) Mileage reimbursement will be at the then current IRS approved rate.

#### Fixed Site Staff

- (a) Staff who are assigned to work at a site other than their designated "home" site are reimbursed for mileage in excess of their normal commute.
- (b) Staff who are assigned to their designated "home" site and then are reassigned during the day to another fixed site will be reimbursed for mileage for the exact distance between sites. Staff are reimbursed for mileage equal to the distance between their designated "home" site and the

location of a training event, in-service or meeting called by a supervisor, if the event is scheduled at a location that is not their designated “home” site.

8. Assignment of Extra Work. Unfilled extra work assignments created by goal increases, call-offs or other events will be filled from a list of volunteers, using job classification seniority and geography on a rotating basis. An employee’s refusal to accept an assignment constitutes a forfeiture of their turn at overtime.

In the event a drive assignment or reassignment needs to be made due to a driver call-off, such assignments will be accomplished based upon scheduling lead time, and the logistic characteristics of the drive.

- (a) Emergent - Immediate Need - Employees will be contacted based upon immediate availability, regardless of mobile size. This includes MUAs, Dock Staff, Dock Supervisor, Operations Supervisor, Tech Driver (unless CDL is required).
- (b) Urgent - Call-off occurs from five (5) to twenty-four (24) hours in advance of start time. Dock Staff will be assigned if available. Replacement drivers will be contacted during business hours (7:00 a.m. to 6:00 p.m.) in seniority order, first responding (within 10 minutes), provided that no DOT violations occur during an 8-hour day, 70-hour cycle.
- (c) Routine - More than twenty-four (24) hours’ notice, within business hours; contact drivers in seniority order allowing fifteen (15) minutes for return call.

## **12. REPORTING WORK HOURS**

All time worked shall be properly and accurately recorded in accordance with the law and Region policy. Any employee found by the Region to be violating this Article shall be subject to discipline. Supervisors may not instruct employees to work off the clock.

## **13. SENIORITY**

### **1. Definition**

- (a) Each employee shall have seniority equal to their length of continuous service in the bargaining unit. This seniority will be accrued dating from the last date of hire into a bargaining unit position, which may equal the employee’s date of hire into the Region. In the case where an employee leaves the bargaining unit and returns within twelve (12) months, the employee shall be credited with their previous amount of accumulated seniority but shall not accrue any seniority during their time out of the bargaining unit and shall continue to retain seniority rights.
- (b) Where two (2) or more employees have the same date of hire, it is understood and agreed that the relative seniority will be determined by the date of birth with the highest month and then highest day to be considered the most senior employee among those hired on a given date. ~~Donor Services Assistant I (MUAs) and Donor Services Assistant II who prior to ratification held the title of MUA tech will be placed on a separate MUA seniority list. During the period of this Contract any employee hired into a Donor Services Assistant I classification will be placed on the MUA seniority list. Any employee on the MUA seniority list who is promoted into a higher classification will be removed from the MUA seniority list.~~

2. Breaking of Seniority. Seniority shall be broken and the employee terminated for any of the following reasons:

- (a) Voluntary resignation.
- (b) Termination for cause.
- (c) Layoff for a period of more than twelve (12) consecutive months, or the length of their seniority, whichever is less.
- (d) Failure to notify the Region within ten (10) working days after a recall notice has been sent, and failure to report for work within ten (10) working days of such notice. Notice shall be sent by

certified mail to the employee's last known address. It shall be the responsibility of the employee to notify the employer of changes to their address.

- (e) Refusal of reinstatement to the highest classification to which an employee has recall rights or to another classification at a rate of pay which is at least eighty percent (80%) of the rate of pay the employee was receiving while in the highest classification, provided that the employee has the skills and ability to perform the work.
- (f) If the employee is absent from work, fails to report absence from work, overstays a vacation, doesn't return from a leave of absence, or fails to communicate the need for a medical leave of absence for three (3) consecutive working days, except for good cause. This would constitute job abandonment.
- (g) Twelve (12) months from the date of an accident, injury or illness which results in receipt of long-term disability benefits.
- (h) The employee retires.
- (i) Medical (non-work-related) leave of absence of more than nine (9) months, or their length of seniority, whichever is less. In the event the employee on a non-work-related medical leave of absence receives long-term disability benefits as a result of the medical condition causing the leave, then subsection (g) above will govern.
- (j) Workers' Compensation leave of absence of more than twelve (12) months, or their length of seniority, whichever is less.

### 3. Layoff and Recall/Return from Downgrade

Strict seniority shall prevail in the layoff and recall of employees, except where operational needs will not be met. In reducing the work force because of a lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee recalled.

In the event of a lay-off, the Union and the employee who is being laid off shall be given seven (7) calendar days' notice of layoff or pay in lieu of notice. Employees to be laid off will be notified at a meeting with a Human Resources representative and the Union will be notified by mail.

The exercise of seniority rights in this Section is dependent upon the affected employee's ability to perform the available work. The particular duties performed by said employee shall be considered as an important factor (charge, instructor, and driver).

The last employee laid off will be the first employee recalled. When the workforce is increased following a layoff, employees will be recalled to available work in any classification provided that they have the qualifications and ability to perform the available work.

An employee who has been laid off, and who has been recalled and accepted for active employment with the Region, will receive full credit for seniority during the period of layoff, provided that such recall occurs within twelve (12) months of the layoff.

This provision shall also apply where the employee is working in a downgraded position as a result of the displacement procedure set forth in this Section.

\*\*Please see Appendix A for a Letter of Understanding Corresponding to this Section.

### 4. Changes in Position (Promotions & Transfers)

When a vacancy occurs, or a promotional opportunity or transfer becomes available (otherwise known as job bids), such positions shall be filled on the basis of skill, ability, experience, performance, quality of work, adherence to regulations, and seniority. Employees who were issued a written or final warning within the previous six (6) months, are currently working on a performance improvement plan, or received a 1-unsatisfactory or 2-more is expected overall rating on their most recent performance review are not eligible to express interest in open positions. These vacancies may occur because of a reduction in the number of employees in a particular classification, attrition or new growth. The following process shall

occur when filling an open position:

- (a) Job Posting. When a vacancy occurs or promotional opportunity becomes available, notice of such opening shall be submitted electronically and posted on the Internal Career Center. A list of current openings will be sent out electronically on a weekly basis. Additionally, the job opportunities will be posted in the Human Resources Department as well as located at the front desk in the main lobby.
- (b) Job openings are to be communicated weekly.
- (c) Job openings will include the following information:
  - 1. Classification
  - 2. Abbreviated Job Description
  - 3. Closing Date of Bid
  - 4. Hourly Rate
- (d) Employees may be eligible to post for positions as often as they wish upon completion of the probationary period (6 months). If an employee is selected for a position, they may successfully transfer to a new position no more than twice per rolling calendar year.
- (e) Eligible employees shall express their interest in a vacancy by applying electronically via the Internal Career Center or completing a job interest form (internal departmental promotional job opening only).
- (f) If two (2) or more applicants are equally qualified, then bargaining unit seniority will be the governing factor. Applicants for purposes of this Section may come from external sources if there are no qualified internal applicants.
- (g) An employee who has six (6) months of continuous service in the Region and who desires consideration for a transfer to an available bargaining unit job opening which is at the same level or a lower level as their present classification, shall bid on such transfer as stated above. The Region will make reasonable efforts to accommodate such transfers using the same selection criteria as with promotions.
- (h) If an employee fails to perform satisfactorily in their new position after a reasonable training and orientation period, the employee shall be returned to their immediately preceding position without loss of seniority.
- (i) If an employee chooses to vacate their new position within four (4) weeks of transfer, they will have the option to return to their former position.

## 5. Transfers out of the Bargaining Unit

An employee who has seniority in a classification within the bargaining unit who is subsequently promoted or transferred to a non-bargaining unit position shall retain seniority rights in accordance with the provisions of this Agreement for a period of twelve (12) months from the date of such transfer or promotion. If the employee has been out of the bargaining unit for greater than twelve (12) months, bargaining unit seniority will revert to zero (0) for the purposes of layoff and recall. In no case shall the employee displace any member of the unit.

## 6. Temporary Assignments

When employees are assigned to a higher rated position, they shall receive the wage rate of that position. When employees are assigned to a lower rated position, they shall retain their current wage rate.

## 14. **REDUCTION IN WORKFORCE OR POSITION ELIMINATION**

The Employer will notify the Union in writing of a reduction in workforce or position elimination of any bargaining unit employees. Additionally, the Employer will provide any notice required under Article 13, Section 3 of this Agreement. Upon notice to the Union of a reduction in workforce, the Union shall have the option of either bargaining over the impact of the reduction in workforce, or foregoing bargaining over the impact of the decision and accepting the terms of the severance policy the Region then has in effect at the time for its employees.

## **15. HOLIDAYS**

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.

## **16. PHYSICAL EXAMINATIONS**

1. Each new employee may be required to pass a physical examination and/or drug screen prior to beginning work. The Employer will schedule the physical examination and/or drug screen and assume the cost.
2. Any subsequent examinations and/or tests required because of the nature of the employee's work shall be at the Employer's expense. The Region will reimburse eligible employees for the costs of any CDL required physical examination once every two (2) years at a physician/location chosen by the Region.

## **17. DRUG AND ALCOHOL SCREENING**

1. Because of the nature of the work performed by members of the bargaining unit and their use of motor vehicles, the parties recognize that employees must not report to work while impaired by the consumption of alcohol or illicit controlled substances. If a supervisor has probable cause to believe that an employee has reported to work while impaired by the consumption of alcohol or an illicit controlled substance, and this observation is confirmed by Management, the employee may be required to submit to a chemical test to determine the presence of alcohol or illicit drugs. In addition, all employees involved in a personal injury or property damage accident while in the course of their employment will be required to submit to a chemical test as soon as is practicable after the accident.
2. The test performed for the presence of alcohol or illicit controlled substances shall be at the Employer's sole expense, and shall occur without loss of pay to the employee unless the test confirms that the employee reported to work while impaired by the consumption of alcohol or an illicit controlled substance. Reporting to work while impaired by an illicit controlled substance shall mean a level as determined by a urinalysis which exceeds standards promulgated by the National Institute on Drug Abuse (NIDA).

Test shall be performed by a NIDA certified laboratory.

### **Laboratory Testing Methodology**

The initial testing shall be immunoassay, which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative or positive for various classes of drugs shall be those contained in the Scientific and Technical Guidelines for Federal Drug Testing Programs (subject to revisions in accordance with subsequent amendments to HHS Guidelines)

All tests which test negative on either the initial test or the GC/MS confirmation test shall be reported only as negative.

Only specimens which test positive on both the initial test and the GC/MS confirmation test shall be reported as positive.

Tests will include split samples and chain of custody methodology. The second sample will be sent to another lab.

When a grievance is filed as a result of a positive drug test, the Employer shall obtain the test results from the laboratory, and shall provide a copy to the employee involved and the Union.

If the employee is taking a prescription or non-prescription medication in the appropriate described manner, he/she will not be disciplined.

3. No employee who has a drug or alcohol problem and who requests assistance from the Employer shall be subject to discipline as a result of this disclosure. The Employer will assist such an employee in any way possible to obtain necessary help or treatment, including the granting of an appropriate leave of

absence in order to allow the employee to be treated and rehabilitated. Nothing in this Section, however, is intended to make an employee immune for misconduct which is committed before an employee reports a drug or alcohol problem to the Employer but which is not discovered until after the reporting occurs.

Any employee testing positive for drugs which would subject the employee to discipline under this Article may be granted reinstatement at the Employers sole discretion on a one (1) time basis if the employee successfully completes a program of evaluation and, if necessary, treatment as approved by the Employer.

Upon being reinstated, the employee will be subject to three (3) additional tests for drugs without prior notice (random) during the twelve (12) month period after reinstatement. A positive test result, or a refusal to submit to testing within the twelve (12) month period, shall result in discharge without recourse to Step 3 of Article 7.

4. As a precondition to admitting any drug or alcohol test into evidence in any disciplinary proceeding, the arbitrator shall first determine that appropriate safeguards were followed by the Employer, or on the Employer's behalf, to insure the integrity of the testing process, the accuracy of the results, and the privacy of the employee being tested.
5. If the Employer requires an employee to undergo a drug or alcohol test and the employee refuses, the employee may be discharged for insubordination, provided that the Employer has complied with the provisions of this Article with respect to the employee in all respects.

## **18. ACCIDENTS**

Any employee involved in any work-related accident/ incident shall report that accident/incident and any physical injury sustained as soon as reasonably possible, but no later than the end of the shift in which the accident/incident occurred. The Region requires that the employee, within one (1) business day, shall make out an accident/incident report in writing on forms furnished by the Region, and shall turn in all available names and addresses of witnesses to the accident/incident. Failure to report any accident in a timely fashion, or falsification of an accident/incident report, will result in progressive discipline up to and including discharge. The failure of an employee to timely turn in the written accident/incident report shall not result in disciplinary action.

## **19. SAFETY**

1. The Employer and the Region will cooperate in the continuing effort to maintain safe working conditions. The Region reserves the right to establish safety rules, procedures and regulations over and above the minimum standards prescribed by municipal, State and Federal laws and regulations.

Should a situation arise concerning donor, staff, or product safety, the following steps should occur:

- (a) Evaluate if any alternative arrangements can be made with the sponsor.
- (b) If no, contact Operations.
- (c) If there continues to be a concern, every effort will be made to have a representative of management visit to evaluate the situation and submit a written report of resolution filed with the Operation Report.
2. **Inclement Weather.** In the event of local emergency conditions, such as bad weather, the Employer may close operations to protect the safety of staff members. Absence/tardy/late occasions will not be imposed on employees driving in or through any county that has a Level 3 emergency. If an early closing is declared during the workday, all employees who arrived at work will be compensated for the actual time worked or three (3) hours, whichever is higher. Employees who do not report to work will be expected to use a day of accumulated paid time off or, if they have no such accumulated leave, to take a day of unpaid
3. Orange safety triangles shall be maintained in every Employer vehicle. Employees operating the vehicles are required to use the safety triangles in the event of a vehicle breakdown.

## **20. DRIVERS' LICENSES**

Each employee covered by this Agreement who is required to operate a motor vehicle as part of his or her employment duties shall at all times when operating such motor vehicle have a valid motor vehicle license issued by the State of Ohio, and he/she shall authorize the Ohio State Motor Vehicle Administration to furnish to the Region, upon request, a copy of the employee's driving record, as maintained by the State.

Employees are required to inform the Employer immediately when they have a suspended, revoked, or expired license. Failure to do so will result in discipline up to and including discharge.

The cost of drivers' licenses, including renewal licenses, shall be borne by the employee. The Region will reimburse eligible employees for the CDL renewal license fee once every four (4) years (for those who use the CDL for Red Cross purposes).

## **21. LEAVES OF ABSENCE**

1. **FMLA Leave.** Leaves of absence shall be granted by the Region to an eligible employee in accordance with the Family Medical Leave Act (FMLA) requirements. FMLA eligibility is determined on a rolling 12-month year. Any available qualifying FMLA leave will run concurrently with any time off of work due to a work-related accident, injury or illness. For FMLA leave due to an employee's own serious health condition, it shall be the employee's option whether to use available accrued PTO or not. Should the employee require additional leave upon return to work, he/she may request unpaid leave per Section 2 below.

Should state or local requirements with respect to family leave exceed FMLA, the law providing the most generous leave will apply to all employees covered by this Agreement.

2. Personal leaves of absence without pay that are not in accordance with FMLA can be granted at the sole discretion of the Region for any reason for a period not to exceed six (6) months. The employee must exhaust all accrued paid leave before becoming eligible for an unpaid leave of absence.
3. For purposes of PTO, hours do not accrue while an employee is on an unpaid leave of absence. Seniority will not be interrupted due to an employee being on an unpaid leave of absence.
4. When returning from a leave of absence granted under Section 1 of this Article, the employee must have a doctor's certificate verifying that he/she is able to resume regular duties. These documents must be submitted to the Human Resources Department as soon as practical but not later than twenty-four (24) hours prior to reporting to any work assignment.
5. During a leave of absence, the employee shall not engage in gainful employment, except in circumstances mutually agreed between the Region and the Union; absent such agreement between the Region and the Union, engaging in such employment shall be deemed a voluntary termination of the employee's employment with the Region.
6. Employees who demonstrate to the Employer that they cannot reach their polling place outside their scheduled working hours will be permitted time off to vote on Election Day, staffing permitted. The time off to vote should not exceed two (2) hours and is unpaid time. Employees must arrange their specific time off to vote in advance with their supervisor no later than one (1) week prior to Election Day.

## **22. PTO**

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.

The following PTO provision shall apply to all full-time employees:

Years of Service	Annual PTO Days Available for Regular Full-time Employees	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

The following PTO provision shall apply to all part-time employees:

The amount of PTO earned each pay period is based on the employee's weekly standard hours; therefore, part-time employees will earn a pro-rated amount of the accrual for a 40-hour work week based on their standard hours for the work week.

#### BEREAVEMENT LEAVE

In the event of the death of a member of an employee's immediate family (father, step-father, mother, step-mother, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, husband, wife, domestic partner, father-in-law, mother-in-law, grandmother, grandfather, step-daughter, step-son, grandchildren) the employee shall be entitled to take a leave of absence not to exceed three (3) working days with full pay, provided they attend the funeral. In the event of the death of the employee's niece, nephew, first cousin, aunt, uncle, great grandparent, or other relatives living under the same household, the employee shall be entitled to take a leave of absence not to exceed one (1) day with full pay provided they attend the funeral.

If the employee is attending funeral services which are held in excess of two hundred fifty (250) miles from the employee's home an additional one (1) day of paid leave will be granted for the purposes of travel.

#### **23. JURY DUTY**

Any employee who is required to serve on a jury shall be paid their normal days' pay for each day spent while on jury duty for a period not to exceed three (3) weeks.

Supervisory notification should be made as soon as the jury summons is received. Notification is generally provided by the court two (2) weeks prior to jury duty.

Employees are expected to contact Operations on any day when their presence is not required by the court to determine if their services are required by the Region.

If jury duty falls on a previously scheduled and approved PTO day, the employee may request to reschedule the PTO.

Upon completion of jury service, an employee should provide the certificate received from the court clerk to their supervisor.

#### **24. INSURANCE BENEFITS**

Health insurance and related benefits shall be administered in accordance with Article 17 and 18 of the National Addendum.

#### **25. RETIREMENT BENEFITS & SAVINGS PLAN**

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

## **26. TUITION ASSISTANCE**

**Tuition Assistance Program.** Full and part-time employees who have completed at least one (1) year of service are eligible for tuition assistance. The course or degree program must directly enhance the employee's current job skills or prepare them for a future position within the organization.

1. Courses must be taken at an accredited university, college, or distance learning institution for college credit.
2. Courses must be approved in advance by the employee's department manager and HR Manager.
3. RN's, LPN's and EMT's, etc. who take continuing education to maintain or licensure may have the cost of the course covered under this program.
4. Tuition fees will be reimbursed as follows:  
Full-time employees: two thousand dollars (\$2,000) for undergraduate fees per calendar year.  
Part-time employees: one thousand dollars (\$1,000) for undergraduate fees per calendar year.
5. Courses must be completed satisfactorily with a grade of C or better for undergraduate and B or better for graduate courses.
6. Employees identified to obtain their CDL licenses during the term of this Agreement will be given a one-time payment, not to exceed four hundred dollars (\$400.00) for obtaining their license upon presentation of proof of licensure and presentation of reasonable training expense receipts.

## **27. WAGES**

1. Following is a schedule of job classifications covered by this Agreement, and the minimum hourly wage rate for each such job classification.

Starting wage rates will only apply to staff hired after ratification.

Title	Starting Pay Rate October 2, 2021	Starting Pay Rate October 1, 2022	Starting Pay Rate October 7, 2023
MUA	\$14.41	\$14.84	\$15.29
MUA II	\$14.52	\$14.96	\$15.41
Collections Tech I	\$14.70	\$15.14	\$15.59
Collections Tech 1/MUA	\$15.85	\$16.33	\$16.82
Collections Tech II	\$16.48	\$16.97	\$17.48
Collections Tech II/ MUA	\$17.51	\$18.04	\$18.58
Collections Tech III (DRC & SDP)	\$17.51	\$18.04	\$18.58
Collections Tech III (DRC & SDP)/MUA	\$18.54	\$19.06	\$19.63
Dedicated Instructors	\$19.76	\$20.35	\$20.96
Charge	\$21.63	\$22.28	\$22.95
Charge/MUA	\$22.66	\$23.34	\$24.04
Collection Material Coordinator	\$16.98	\$17.49	\$18.01

**Wage increases shall be as determined by the National Addendum.**

2. The Region may, at its sole discretion, increase the rates of pay for a job classification to meet the then existing market conditions. The Region will provide written notice to the union ten (10) days prior to the implementation of any such increases.

The Region retains the right to modify job titles.

## **28. UNIFORM ALLOWANCE**

Collections employees who are required to wear scrubs will be covered by the Uniform Allowance Program outlined in Article 12 of the National Addendum. All other uniform allowances will be maintained in accordance with this Local Agreement as described below:

Effective the first full pay period in March each year,-bargaining unit employees shall receive a uniform allowance as follows:

### Drivers:

Full-time - \$150 each year

Part-time - \$100 each year

### Non-drivers:

Full-time - \$100 each year

Part-time - \$70 each year

All vehicles will be equipped with a rain poncho.

## **29. LABOR-MANAGEMENT MEETINGS**

The Union and the Region share a belief that many concerns between the parties can be resolved through a mutually constructive, cooperative and participative, problem-solving approach. Therefore, the parties agree to establish a Labor-Management Committee which will meet on a regular basis to maintain open and ongoing communications. The primary purpose of the meetings will be to share information and discuss and resolve issues of mutual concern. No decision or action of the Committee shall contradict or otherwise change the terms or provisions of the Agreement.

## **30. SEPARABILITY**

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

## **31. EFFECT OF CONTRACT**

This Agreement is in lieu of all other contracts or understandings with respect to wages, hours, rates of pay or other conditions of employment, either oral or written, heretofore or now existing between the parties, and the Employer shall not be bound by anything not expressed in writing herein and may, at any time, discontinue any past practice not set forth in writing in this Agreement. Bargaining unit employees are eligible to participate in the same benefit plans, under the same terms and conditions, as offered to the Region's non-bargaining unit employees.

## **32. TERM OF AGREEMENT**

This Agreement shall be in full force and effect from October 1, 2018 2021 until September 30, 2021 2024, and shall be renewed or reopened consistent with Article 24, Section 1 of the National Addendum.

The party serving such opening notice may include with such notice a statement of its proposed changes.

Should neither party serve timely notice upon the other party, the Agreement shall automatically renew for twelve (12) months from the expiration date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands at Cleveland, Ohio, the 9<sup>th</sup> day of November , 2018 .

For the Region:

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For the Union:

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## APPENDIX A: LETTER OF UNDERSTANDING

### Corresponding to Article 13 - Section 3: Layoff and Recall/Return from Downgrade

The following scenarios shall provide clarification of what to do in a layoff situation when following strict seniority may not provide adequate resources to meet operational needs:

1. If the employees who are being laid off possess specific skills that are operationally necessary (i.e. tech who drives), remaining bargaining unit members will be asked to volunteer to assume the responsibilities vacated by the laid off employee. If no remaining employees agree to the additional responsibilities, the least senior remaining employee will be asked to take on this responsibility. If this employee does not accept this assignment, they will then be laid off and the earlier employee who was laid off will be recalled.
2. In the event that the reduction is targeted, (example: apheresis tech position eliminated and where this employee can perform tasks of a lower position) the least senior employee in the affected classification will be displaced and assigned to a vacated position.

## APPENDIX B: SIDE LETTER OF AGREEMENT

### RE: Request for Weekend Off in Connection with PTO

Bargaining unit employees are currently required to find self-coverage in advance in order to be relieved from working their scheduled weekends. The parties are willing to agree to a pilot program whereby a system will be tested which will allow mobile collections staff ("Staff") who have requested a block of five (5) contiguous scheduled working days, Monday through Friday, if the PTO is approved, not to be required to find coverage for their scheduled weekend contiguous to the five (5) day block of time. This is limited to approved PTO requests submitted on Annual Forms at the beginning of the year. The Staff are responsible, at the time of making the request for PTO, to advise the scheduling office in writing of their desire to be relieved of finding coverage for that weekend.

In the event there are not enough employees available to cover all of the mobile collection drives on a given weekend, the schedule will be filled by employees in the same rotation group being assigned to work both days of the weekend (on the basis of inverse seniority of the role needed), then by assigning employees from the other rotation group (on the basis of inverse seniority of the role needed). ~~The Pilot Program shall commence in January 2013 and will apply to PTO scheduled in calendar year 2013. To evaluate the Pilot Program successfully, the Employer and the Union shall meet in the beginning of the eleventh (11<sup>th</sup>) month of the Pilot Program to discuss whether the Pilot Program should continue, be modified or be discontinued. In the event the parties are unable to reach an agreement on the continuation of the Pilot Program, either as is or in a modified state, then this Pilot Program shall expire on the completion of the twelfth (12<sup>th</sup>) month and Staff will once again be required to find self coverage in order to be relieved from working their scheduled weekends.~~

## APPENDIX C: SIDE LETTER OF AGREEMENT

### RE: Driver Pools Processes

1. The Tech Drivers and MUAs will be combined into one MUA job classification upon ratification of the contract. This will be accomplished by notifying current Tech drivers that if they continue to desire to drive, they must become a MUA. If they choose not to become a MUA, they will no longer perform driving duties and shall no longer receive a driving premium. Those electing to give up their driving role will be permitted to do so by seniority as staffing permits. The MUAs' job classification seniority dates shall remain as is. The MUA job classification seniority of the former Tech Driver classification will commence on the date of this combination, in order of their date of hire. Preference as to selection of vacation periods shall be in accordance with plant seniority.
2. All current PT MUAs will be converted to full time status effective the first (1<sup>st</sup>) pay period following ratification. Also, upon ratification, those interested in becoming DC and retraining will be placed on a training list by seniority.
3. After the Tech Drivers have had the opportunity to become a MUA, any remaining MUA positions needing to be filled will be posted for other collections staff to bid upon as provided for in Article 13, Section 4.
4. All new hires or those moving into this MUA job classification after the beginning of this Contract will have the classification seniority as of their first (1<sup>st</sup>) day in the classification. A qualification to be moved into or hired into the classification will be DOT certification.
5. All non-DOT certified MUAs will become DOT certified on a scheduled basis to be completed within nine (9) months from the date of ratification of the Collective Bargaining Agreement and are expected to maintain DOT certification.

### Scheduling Practices

#### Original Schedule:

1. MUAs will be scheduled their full-time or part-time complement of days per their status (e.g. full-time MUAs - 4 days). Once all MUAs have their full complement of days assigned, additional driving assignments will be given to the most senior MUAs.
2. All MUAs will have at least one (1) driving assignment per week. MUAs with tech skills will have tech only assignments to meet their full complement of days.
3. Dock assignments, as needed, with the exception of the designated dock workers (if applicable), will first be rotated through MUAs without tech skills and then, if needed, to those with tech skills.
4. If part-time MUAs are in the complement of MUAs, Full-time MUAs would receive a fifth (5<sup>th</sup>) day prior to part-time MUAs being assigned a fourth (4<sup>th</sup>) day.
5. Upon ratification of the Collective Bargaining Agreement, all drivers (MUAs and tech drivers) shall be scheduled as if they fall under DOT hours of service regulations, regardless of whether they in fact do or not.

#### APPENDIX D: SIDE LETTER OF AGREEMENT

The parties agree that certain premiums listed in the National Addendum do not apply to some of the employees covered under the Local Agreement between The American Red Cross and Teamsters Local 507 as the classification rates listed in the Local Agreement are financially more beneficial for the affected employees. Except where provided in this Letter of Agreement, all employees covered under this Agreement are eligible for the premiums listed in the National Addendum, where applicable. In addition, employees that complete CDL Cross-Training as part of the National Addendum shall move from their current classification to the Collection Tech II/MUA.

<u>Classification</u>	<u>Premium Not Applied</u>
Dedicated Instructor	OJI Premium Trainer premium
Collection Tech III	Double Red Premium
Collection Tech III/MUA	
Charge	Charge Premium
Charge/MUA	

## TENTATIVE AGREEMENT

# **NATIONAL ADDENDUM**

## **American Red Cross and**

## **International Brotherhood of Teamsters**

For the Period:  
October 1, 2018 2021 through September 30, 2021 2024

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~~.

### **PREAMBLE**

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

### **ARTICLE 1. PARTIES TO THE AGREEMENT**

#### **Section 1. Employer Covered**

The Employer signatory to this National **Teamster 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 **Teamsters** 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, ~~and 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 Teamster Addendum is described in Appendix A to the National Teamster Addendum, which will be updated by the parties by mutual written agreement as additional operations or employees become covered by this National Teamster Addendum.

## **ARTICLE 2. SCOPE OF THE AGREEMENT**

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

## **ARTICLE 3. ME TOO PROVISIONS**

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

## **ARTICLE 4. EQUAL OPPORTUNITY EMPLOYER**

The Employer and the Union agree not to discriminate against any individual with respect to any term or condition of employment nor limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of such individual's race, color, religion, sex, national origin, disability, veterans status, sexual preference or orientation, gender identity, genetic information (consistent with the Genetic Information Nondiscrimination Act (GINA)), age, and any other legally protected group or class. Nothing in this National Teamsters 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 (to include updating job descriptions) ~~within the first one hundred eighty days (180) days from the effective date of this Agreement. Prior to implementation, the Red Cross shall serve notice to the Coalition in accordance with Article 22, and bargain any changes to the extent required by law.~~
- B. Prior to implementing or posting any new job classifications or positions, the Red Cross shall provide the Teamsters Partnership Committee (TPC) Coalition with notice in accordance with Article 22.
- C. The Parties agree to explore the creation of a Per Diem Program to augment the workforce and create better work/life balance for employees.

### 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 **Teamsters** Addendum.

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

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

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

- C. Temporary Full-Time: not eligible for medical benefits
- D. Temporary Part-Time: not eligible for medical benefits

## **ARTICLE 6. LABOR MANAGEMENT PARTNERSHIP**

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

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

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

### Section 3. Process and Structure of LMP

- A. The parties will maintain a ~~Senior Partnership Committee (SPC)~~ **Teamster Partnership Committee (TPC)** consisting of an equal number of (but not less than five (5) each) Red Cross executive level staff **who have decision making capability and IBT and Union Coalition leadership.** Red Cross’ Biomedical President, COO and Vice President of Collections will be members of the SPC. The **IBT will appoint up to five (5) Divisional Representatives and the** parties shall designate their respective co-

chairs. The **SPC TPC** 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 TPC** 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-IBT** to represent the interests of their members as well as Red Cross' management rights. In that regard, the parties recognize that the **SPC TPC** 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 **IBT 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 TPC** members agree that these services are no longer required.

**D. Partnerships at Other Organizational Levels**

The **SPC TPC** may create joint partnership subcommittees to engage in the implementation of joint partnership action plans and initiatives. All joint committees created by the **SPC TPC** 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 TPC** 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 **IBT Coalition** for partnership support from bargaining unit members or for other designated purposes. Red Cross shall remit said support to the **IBT Coalition** on a monthly basis with transmittal summaries.

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

- A. Red Cross and ~~each~~ the 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 International Brotherhood of Teamsters (IBT)~~ 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 Local~~ Union seeks to organize non-represented Red Cross employees under this Article, the ~~Coalition IBT~~ 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 Local~~ 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 Local Union~~ of the start of a unionization effort by a ~~Coalition designated Local~~ 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 IBT~~ 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~~ **IBT** 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~~ **IBT** 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~~ **IBT** designated **Local** 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 **Teamsters** 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~~ **IBT**, 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 Local 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 Teamsters 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 IBT 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 Teamsters 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 Teamsters 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~~ Local Union shall instruct their representative on the terms of this Section 5.

- T. 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 Teamsters 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~~ TPC 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 will be developed to be ~~inclusive of timelines and agree on a solution with~~ presented to the Local Union.

Section 4. The Employer shall have the right to maintain, institute and change shifts, workweeks and pay periods,

so as to obtain the production it desires. This includes the right to establish, maintain or discontinue shifts.

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

## **ARTICLE 8. REST BREAKS AND MEAL PERIODS**

### Section 1. Rest Breaks

A. Employees shall be provided a fifteen (15) minute rest break during the first four (4) hours of their shift. The employee's first break shall be given no sooner than one and one half (1 ½) hours after the start of the shift. For Collections staff, the employee's first break shall be given no sooner than one and one half (1 ½) hours after the start of the drive. For blood drives scheduled with ~~4~~ 4.5 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 mealtime may be provided to employees if required by state law.

**D Within ninety (90) days following ratification, staff in the Charge role at blood drives and in fixed sites, that are the only Charge on site will not have the 30-minute meal period deducted from their timecard. They are expected to remain on site during the entire drive/shift time and handle operational issues that may arise while they are taking their meal break For blood drives and fixed site operations where there is a Team Supervisor or another Charge available, it is expected that the Charge will take their unpaid thirty (30) minute meal break.**

**E Extreme Extraordinary Circumstances Where Local management and the Local Union agree on a process for handling extreme extraordinary circumstances impacting the meal and break process, they should be aware of the following process as an example:**

1. At the beginning of the drive Supervisors/Team Leads will discuss if such Extreme Extraordinary Circumstances arise would anyone Volunteer not to take the 30-minute Meal Period. A list will be created to honor Meal Breaks that absolutely must be given in this situation, so staff decisions feel honored.
2. If a 30-minute Meal Period is not given because of the Extreme Extraordinary Circumstances, it will be replaced with a paid 15 minute break in lieu of the Meal Period not given that day, unless prohibited by law.
3. Each drive that warrants an Extreme Extraordinary Circumstances must be approved by Collection Management at which

**time they will email this information to Union and RDSE within 24 hours, so it can be reviewed by both parties monthly.**

### 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.

### Section 4 – TPC Oversight

- A. **The parties agree to have the TPC review the meal break and rest periods processes on an annualized basis.**

## **ARTICLE 9. STAFFING**

**Section 1.** The Red Cross and the **IBT 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. Kitting, Warehouse, Manufacturing, IRL, HLA and Hospital Services**

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

4. In operations with multiple unions, the local unions and local management team will meet to establish a local cross training process.
5. Cross-training will be between the following work groups:
  - a. Warehouse and Kitting
  - b. Hospital Services and Manufacturing
  - c. Manufacturing and IRL and HLA

**Section 5. Collections and Clinical Services**

- A. Collections and Clinical Services staffing levels will be determined as follows:
1. All collection sites/blood drives or other collections of blood products or delivery of clinical services (therapeutic apheresis, Dendreon or similar clinical services) will be staffed based on the anticipated presenting donors, including prescheduled donors (online or other) and walk-ins, as well as the hours of operation for the site/drive/service. If, at any point before or during the drive, management determines that the drive is understaffed, then Red Cross will make every effort to send additional bargaining unit staff to assist with the drive and be paid in accordance with the Appendix B premiums. All staff will be scheduled pursuant to local agreements and practices.
  2. The current version of the Drive Management S.O.P., located in e-Binder, identifies that Collections is responsible for and has the authority to ensure a successful drive. Charges must follow the Drive Management process to assist with addressing issues such as donor flow, end of drive management and communication with other departments.
  3. During daily regional drive review, the local leadership team will endeavor to add extra employees to drives that have factors including but not limited to New Hires, OJI, no volunteers, etc.
  4. The Red Cross and Local Unions, in their regular scheduled Labor Management Meetings (LMM), 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 LMM shall discuss, each meeting, issues regarding subcommittee will make recommendations to the JLT and SPC for implantation 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, 3 staff mobiles, OJI schedules, new hires' schedules for the first 30-days, and how to provide clinical services. The staffing matrix shall define the minimum number of staff per job function needed at each drive.

**5. Shift trading shall be defined as a voluntary exchange of shifts by equally qualified employees within the employee's classification. All shift trade requests must be approved by APS or their designee. Any local agreement or practice currently in effect shall continue to be honored. Upon the implementation of BSF, the Company and the Union agree to meet and discuss the effects of the implementations on the trade process.**

63. 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.

7-4. 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, A42 and A63 above.

85. 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.

96. Employees designated to perform the Charge function shall be counted as .5 FTE for purposes of the staffing matrix. Such employee is allowed to perform any blood collection tasks for which they are trained. Supervisors shall not be included in the staffing matrix and will not perform bargaining unit work except as noted in Section 5(A) 63 above.

107. 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.

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

- a. Collections staff may be required to assist with set up and tear down of the blood drive. Although it is the primary duty of the driver to load and unload the vehicle, current Collections staff may need to assist in the loading and unloading of equipment where there is an insufficient number of drivers available and to the extent necessary. To ensure staff safety, all employees, including management, will abide by the proper load and unload protocols established by the American Red Cross titled: Safe Lifting: The Fundamentals of Ergonomics; and 45/45/45 Blood Drive Setup Process.

- b. Collections staff may not be able to assist in situations where there are physical, worksite, and equipment limitations. At sites where the Employer has identified additional obstacles, the Red Cross may assign additional staff to assist in, or may extend the time for the standard load/unload, set up and break down procedures.
  - c. Current Collections staff may be required to drive non-DOT Employer vehicles. Staff who drive non-DOT vehicles must successfully complete all associated driver and safety training programs within six (6) months of ratification.
  - d. Collections staff hired prior to January 1, 2016, may volunteer to train for DOT training and drive DOT Employer vehicles once licensure is received.
  - e. Consistent with the timeframes in Section H below, Red Cross may require new Collections hires to be trained on DOT and drive both non-DOT and DOT Red Cross vehicles. The Red Cross shall have it clearly state such duties as a job requirement in the vacancy announcement and position description advertised on RedCross.org.
  - f. Each location will have a designated amount of Collection Tech II CDL positions. Collections staff who volunteer to attain a commercial driver's license (CDL) at the employee's expense, will be placed into one of those positions if open, and be scheduled to drive Employer vehicles that require a CDL. At multi-union locations, this could result in the bargaining unit employee being reassigned to a different exclusive representative.
  - g. Collections Staff who are designated as Drivers for the Region shall receive a driver premium. A driver premium of \$0.75/hr. shall be provided to Collections Staff who drive to or from a blood drive, and the premium shall apply to all hours an employee works on that day. This premium shall be paid in addition to any other differentials and skill based premiums outlined in Art. 14, Appendix B. MUAs or MUAs who have completed cross training into a CTII position are not eligible for the driver premium and shall receive the appropriate base wage increase negotiated between the Employer and Local Union. CDL drivers are not eligible for the driver premium. ~~The premium shall be implemented upon the latter of April 1, 2019 or six (6) months post ratification of the National Addendum.~~
  - h. ARC shall designate the number of Collections Staff Drivers based on need. Once determined, the positions shall be filled first by volunteers using seniority order. If, however, there is an insufficient number of volunteers to fill the designated slots, ARC shall attempt to fill the slots with new hires. If there is an insufficient number of new hires, then bargaining unit employees shall be selected in reverse order of seniority. As new hires complete cross-training for driving, then they will replace current employees with a date of hire prior to January 1, 2016, who were previously required to drive. Individuals who volunteered to drive, may continue to drive under this process.
  - i. In multi-union locations, Collections Technicians trained to drive will not be scheduled as Drivers unless there is a shortage.
- Section 6. Mobile Unit Assistants (MUA), Collection Material Coordinator, Supply Clerk and Loader/Packers (or equivalent job titles)
- A. Mobile Unit Assistants (MUA), Collection Material Coordinator, Supply Clerk and Loader/Packers (or equivalent job titles) staffing levels will be determined as follows:
  - 1. MUAs will be scheduled for blood drives according to the staffing matrix based on the anticipated presenting donors for the blood drive.
  - 2. MUAs, Collection Material Coordinators, Supply Clerks and Packer/Loaders (or their equivalent titles) may be assisted by other Collections staff in the staging of equipment, setting up and tearing down of the blood drive and in processing blood units collected. Although it is the primary duty of the

driver to load and unload the vehicle, current Collections staff may need to assist in the loading and unloading of equipment where there is an insufficient number of drivers available and to the extent necessary. Current Collections staff may not be able to assist in situations where there are physical, worksite, and equipment limitations.

3. An MUA (or equivalent job titles) may be cross-trained, to perform blood collection functions such as, but not limited to, health history, phlebotomy, disengagement, donor care, blood processing.

4. Should an MUA, Collection Material Coordinator, Supply Clerk, Loader/Packer have work restrictions that preclude them from being able to load or unload a truck, such employee will not be assigned as part of blood Collections staff.

5. In cases where sites have additional obstacles, the Red Cross may assign additional staff to assist in, or may extend the time for, the set up and break down. The following are examples of obstacles included, but are not limited to:

- a. where there are greater than five (5) steps to entry;
- b. walking distances of  $\frac{1}{4}$  mile or greater to set up;
- c. relocation of a site during the drive (this would only extend time and not require additional staff).

6. The Employer and Local Union will negotiate any appropriate base wage increase related to the additional duties discussed in this Section.

## Section 7. MUA Cross-training

A. As MUA cross-training is initiated at each location, the training program will be offered first to those MUAs who volunteer for such training with the most senior being trained first and proceeding down the volunteer list by seniority. Once all MUAs who volunteered for training have completed training, the next phase of cross-training will be mandatory and will be done in inverse seniority order. Once an MUA has successfully completed training, the MUA will be converted to the Collection Tech II job classification and will receive a one-time lump sum bonus of one

hundred dollars (\$100). The Employer and Local Union will negotiate any appropriate base wage increase as follows:

(1) Upon completion of the MUA cross-training, the MUAs shall receive the greater of the following two alternatives: a) MUAs move to the CTII rate; or, b) MUAs receive a 3% base wage rate increase, as calculated in the Red Cross' initial proposal to the locals for the new wage rate. For option (b), the 3% would be paid as follows:

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

B. Should an MUA elect not to participate in cross-training or should an MUA not be able to successfully complete the cross-training program, those individuals will be retained in the MUA classification until the completion of the cross-training at their location. During this period of time, the MUA will be given priority consideration for other vacant positions within Red Cross (including Humanitarian) that they may be qualified to perform with appropriate training. MUAs who have not secured another position within Red Cross may have their MUA position eliminated. If an MUA has their position eliminated, they shall receive severance pay under terms of the severance policy then in effect.

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

D. The Red Cross retains its right to launch MUA cross-training in multi-union locations.

## E. Multi-Union Cross Training

- (1) Due to the unique circumstances presented at multi-union locations, current MUAs (Drivers) will cross train and will convert to the job title of Collection Technician I (CTI) (local agreements will be changed to reflect the change in job title). Collection Technician I will be required to train in either Phlebotomy or Health History, but not both. CTI will still be required to train in the other tasks associated with venipuncture (VP) training (including, but not limited to disengagement, post-collection donor care and post-collection blood processing). A current MUA may volunteer to fully cross train in all tasks if they choose to, but will not be required to do so. If full cross training is completed, the MUA will move to the Collections Technician job description. Pursuant to Section 5 above, current collections staff who volunteer to drive will all convert to the job title of Collection Technician II (CTII) (local agreements will be changed to reflect the change in job title).
- (2) If the number of collections staff in the CTII position that are newly hired or have volunteered to drive does not meet the business needs in any particular area, employees will be selected based on reverse order of seniority.
- (3) New hires will be solicited and hired based on their primary job function and placed in the appropriate existing bargaining unit and classification. For example, if the primary need is for a Driver, then a CTI will be hired; if the primary need is for collection of blood, then a CTII will be hired. There is no intent by ARC to lessen the size of either bargaining unit, and every effort will be made to maintain the integrity of each affected union's bargaining unit in relation to this cross-training agreement. Total CTI and CTII staff numbers are based on collection goals for that specific geography.
- (4) ARC will provide the Local Unions with copies of MUA and Collections Technicians job vacancy announcements and position descriptions in the region within ninety (90) days from the execution date of this Agreement. The Local Union will have an opportunity to provide comments and/or discuss the descriptions to the extent required by law.
- (5) CTI's, upon the completion of cross training, will receive negotiated increases consistent with the Global Settlement Agreement.
- (6) The Parties agree that should significant problems occur during implementation of this initiative, ARC and the Local Unions affected will meet for an immediate resolution.

#### Section 8. Volunteers

- A. The Red Cross may utilize trained volunteers to perform non-regulated tasks and the regulated tasks of donor qualification, as set forth below:
1. Volunteers will be permitted to perform certain defined responsibilities where the volunteer has received all of the necessary and verifiable training, so as not to negatively impact the 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-IBT~~, the affected bargaining unit(s) and the ~~LMM, appropriate Joint Labor Management Committee~~. Nothing in this Article shall constitute a waiver of the union's right to bargain over the effects of using volunteers.

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

#### **ARTICLE 10. STAFF SCHEDULING**

Section 1. As of the time of this National Addendum, the Red Cross and the Coalition of Labor Unions Teamster Local Unions established a Scheduling Advisory Group (SAG) consisting of members from labor and

~~management. The goal of SAG is to collaborate on the development of a scheduling approach for all bargaining unit staff which provides a more predictable schedule and reasonable working parameters in order to increase staff satisfaction and decrease turnover.~~

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

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

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

Section 13. The Red Cross will regularly publish Collections staff schedules for at least three (3) future work weeks unless a Local Agreement provides for more advance notice. Prior to releasing the 3<sup>rd</sup> week's schedule, Collections management and Union Representative(s) or his/her designee(s) will be provided a one-day review period, offering suggested changes to APS before the final schedule is published.

Section 2—4. The parties agree to continue their collaboration on scheduling, and to negotiate on a national basis the above issues needing to be negotiated prior to any implementation. This negotiation will not constitute a reopen of this National Teamsters Addendum, but the resulting agreement would be added as a supplement to the National Teamsters 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 35. Notwithstanding the above, the Red Cross agrees to the following:

A. Provisions for guaranteed hours of work or pay per week in Local Agreements shall continue to be in effect.

B. The Red Cross will make its best efforts to ensure that a minimum of ten (10) hours has elapsed since the employee's last compensable work for the Red Cross, and the start of the employee's next shift. In the event the employee is required to work within this ten (10) hour turnaround time, the employee will receive \$50. However, in lieu of the penalty pay, the employee may request to arrive late to their next assignment in order to have a full ten (10) hours between shifts. This request shall not be unreasonably denied. If the time between shifts is nine (9) eight (8) hours or less, the request to arrive late shall not be denied. The employee shall provide appropriate notification per the regional policy no later than the clock out time of the previous shift. Once Red Cross systems are established to track the number of turnaround time violations, the number of requests of employees to arrive late to shifts and the number of times the mandatory late arrivals occurred, such information shall be reported on a quarterly basis to the Safety Committee and the Regional JLT and SPC TPC.

C. The Employer will make its best effort to avoid extending both fixed sites and mobile drives beyond the staff's scheduled end time. Where an employee's schedule is changed the day of, management will endeavor to work with the employee to address any personal schedule conflicts (such as childcare, doctor appointments, etc.). If the same day schedule change is in excess of 1.5 hours, earlier or later than the original schedule, then the employee may refuse hours outside of this 1.5-hour window without discipline or attendance infraction. However, any hours refused by the employee shall count against any guaranteed hours calculation in the contract.

(1) For mobiles and whole blood only collections permanent sites (exclusive of integrated and Apheresis fixed sites), if any donors are still in the belt line more than forty-five (45) minutes beyond the scheduled end time, then the employees on that drive shall receive \$25 in extra pay. The Late End pay is triggered when the Phlebotomy End Time exceeds forty-five (45) minutes after the scheduled end time. For mobile drives, the "belt line" shall be defined as follows, for the purpose of triggering the payment of the Late-End Drive penalty. The end of the belt line shall be the time at which the last donor's Phlebotomy End Time is recorded (as reflected

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

- (2) For Fixed Sites, a late end will occur if the Phlebotomy End Time (as reflected by the actual time stamp) exceeds the Last Appt End Target. Below is the logic supporting the late end definition:
- a. Identify the last appointment slot at each drive by procedure type
    1. Apheresis
    2. Double Red
    3. Whole Blood
    4. AB Plasma
  - b. Add the appropriate duration minutes per procedure to arrive at expected Appt end time
    1. Apheresis = 180
    2. Double Red = 75
    3. Whole Blood = 45
    4. AB Plasma = 80
  - c. Select the latest end time from step 2 as Last Appt End Target Time
  - d. Identify the last phlebotomy/bag & tube scan (donor disconnect) at the drive
  - e. Compare the time stamps between step 3 and 4
  - f. If the phlebotomy end/disconnect time is greater than Last Appt End Target, the drive ended late
- (3) As it relates to fixed sites, if either party identifies late end drives as a recurring issue at a fixed site, the Red Cross agrees to meet with the local union within ten (10) business days to discuss the issue and potential solutions, including extending the

late end drive penalty to fixed site locations in accordance with this Article.

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

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

- E. The Red Cross shall notify the IBT 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.

- F. All mobile drives scheduled as two (2) staff drives, wherein staff work six (6) hours or more inclusive of compensated travel will have a 60 minute scheduled shut down with no appointments or walk-ins. Employees shall take their 30 minute uninterrupted lunch period during the one (1) hour shut down.

- G. With the implementation of BSF, for mobile drives, the last scheduled time for a whole blood donor will be 15 minutes prior to the end of the drive hours. For example, if a mobile drive is from 12:00 noon to 6:00 pm, the last whole blood donor appointment slot will be 5:45pm.

## ARTICLE 11. DONOR RECRUITMENT ACCOUNT MANAGERS

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

~~opportunities) prior to implementation. In addition, the Employer will provide the Coalition with the opportunity to meet and confer on any changes to the goal setting process. Account Manager provisions shall be bargained locally. Prior to making changes to the design of an Incentive Program—that are not de minimis, the Employer shall notify the TPC and local union, and provide the local union with an opportunity to bargain such design changes prior to implementation.~~

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

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

Section 4-3. Bargaining unit work, as defined in Local Agreements, shall be performed by members of the bargaining unit.

#### Section 5. Mileage and Expense Reimbursement

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

A. Those employees hired after ratification will utilize their personal vehicles for business related travel and be reimbursed at the IRS rate per the Staff Expense Reimbursement Policy and Procedure Manual. At such time they qualify for Fixed and Variable Rate (FAVR) Vehicle Reimbursement Program as noted in B below, they will commence participation in that program.

B. Account Managers hired before ratification will utilize their personal vehicles for business related travel and be reimbursed at the IRS rate per the Staff Expense Reimbursement Policy and Procedure Manual. Effective January 1, 2017, these Account Managers will commence participation in the Fixed and Variable Rate (FAVR) Vehicle Reimbursement Program as outlined in Section 7 below.

C. Reimbursement for mileage is expected to reasonably cover all out of pocket driving costs and, thus, reimbursement for gasoline and other vehicle operation costs in lieu of the IRS mileage rate is not permitted. Any parking fees or tolls incurred in connection with business travel are reimbursable and should be claimed using the Red Cross expense reporting system.

Section 6-4. Each employee is responsible for documenting and submitting travel expense reimbursement requests using the Concur system consistent with Red Cross policy. The Red Cross will use reasonable efforts to reimburse employees as soon as practicable following submission of an expense reimbursement request through Concur but in no event later than thirty (30) days after the expense reimbursement request is submitted.

Section 7. Fixed and Variable Rate (FAVR) Vehicle Reimbursement Program. Any Account Manager who drives their personal vehicle in excess of six thousand (6,000) miles annually will be required to participate in the Fixed and Variable (FAVR) Vehicle Reimbursement Program (a/k/a the Runzheimer program) for automobile usage and mileage reimbursement.

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

## ARTICLE 12. UNIFORMS

Section 1. Collections employees will be provided scrub uniforms according to the Collections Staff Scrub program. The program allows employees to purchase uniforms through an ARC designated vendor, with an annual uniform allowance. The Red Cross vendor shall be required to offer all sizes. If the selected vendor does not provide the size an employee needs, Staff may request to utilize a different vendor that can provide the size needed, in the required color. Such requests

**shall not be unreasonably denied by management and will be eligible for use of the allowance.**

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

**Prior to the implementation of any RFP process for uniforms, the Red Cross shall review the process with the TPC. The TPC may provide feedback and/or input on uniform options that the Red Cross shall consider.**

**Effective July 1, 2022, full-time staff and part-time Collections staff who work more than 20 hours a week will be provided with an annual Uniform Allowance that will provide the purchase of five (5) sets of scrubs, plus shipping, of the quality that Red Cross deems represents the image that Red Cross wishes its employees to present to the general public (e.g., \$25 per uniform x 5 = \$125). Employees who work less than 20 hours per week will receive an allowance that will provide for the purchase of three (3) sets of scrubs, plus shipping. From the above-mentioned Uniform Allowance, employees will have the opportunity to purchase other qualifying scrubs from the selected vendor.**

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

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

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

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

## **ARTICLE 13. COMPENSATION**

**Section 1. Wage Increases.**

Bargaining unit employees covered by this National Teamsters Addendum shall receive a ~~two and one-quarter percent (2.25%)~~ **three percent (3.00%)** across the board (ATB) structural raise, to be effective the third full pay period following the ratification of this National Teamsters Addendum. ~~as well as a lump sum payment of \$400 for full time employees and \$200 for part time employees. Probationary period employees and employees in an inactive status are ineligible for this lump sum. The Employer agrees that one percent (1%) will be applied to the Local Agreements' new hire rates and any tiered wage structures. The Red Cross shall pay a retroactive pay bonus at a rate of 3% of gross hourly wages earned (excluding premiums, shift differentials, incentives, bonuses or other earnings not hours based) from September 30, 2021 through the third full pay period following ratification of this agreement. Retroactive payments will not be made to terminated employees~~

**Section 2. Bargaining unit employees covered by this National Teamsters Addendum shall receive a three percent (3%) across the board (ATB) structural raise ~~one year subsequent to the receipt of the across the board in Section 1 above~~ **effective the first full pay period after September 30, 2022**; and, another three percent (3.0%) across the board (ATB) raise ~~twenty four (24) months subsequent to the receipt to the across the board in Section 1 above~~. The Employer agrees that two percent (2%) will be applied to Local Agreements' new hire rates and any tiered wage structures ~~one year subsequent to the receipt of the across the board in Section 1 above~~. The Employer agrees that two percent (2%) will be applied to Local Agreements' new hire rates ~~twenty four (24) months subsequent to the receipt of the across the board in Section 1 above~~. **effective the first full pay period after September 30, 2023**.**

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 studies to assess market rates in each its regions, 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. Local unions may also meet and confer with local management to discuss the need for a specific local compensation study. Unresolved issues may be escalated to the TPC for discussion and review. The study will follow existing Red Cross practices to market price the jobs leveraging Red Cross existing salary surveys The results of the compensation study will be reviewed with the SPC local union(s) and shall also be provided to the local union(s)'s representative on the TPC, who may make recommendations to the local union(s), or a task force of representatives identified by the SPC. The SPC may make recommendations to the regions. This does not waive the Local Union's right to bargain any recommended changes.

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

## ARTICLE 14. OVERTIME AND PREMIUM PAY

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

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

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

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

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

### Section 56. 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 IBT Coalition cannot reach a mutually acceptable reinvestment proposal, the Employer will grandfather these current employees with these

premiums and the weekend shift differentials in Appendix B will not apply.

## ARTICLE 15. HOLIDAYS

### Section 1. Core Holidays

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

### Section 2. Holiday Pay

- A. Employees who work a regularly scheduled forty (40) hour standard work week receive eight (8) hours of holiday pay. Employees whose regularly scheduled standard work week is less than forty (40) hours receive pro-rated holiday pay based on their standard work hours. For example, an employee, who is regularly scheduled to work a twenty (20) hour workweek, receives four (4) hours of holiday pay and an employee, who is regularly scheduled to work a thirty (30) hour work week, receives six (6) hours of holiday pay. In consideration of Collections' scheduling practices, full time Collections employees will receive eight (8) hours of holiday pay regardless of their location's standard work week. **Bargaining Unit employees who are permanently assigned 4 ten-hour day schedules (e.g. Apheresis sites) shall receive ten (10) hours of holiday pay.**
- B. Temporary employees and employees regularly scheduled to work less than twenty (20) hours per week are not eligible for holiday pay. Employees on unpaid leave are not eligible for holiday pay.
- C. Holiday pay is not counted as hours worked for purposes of calculating overtime and is not paid out at termination of employment, unless required by state law.

- D. If an employee is not scheduled to work on a holiday, the employee will receive pay for the holiday at the regular straight-time rate of pay.
- E. If an employee is scheduled to work on a holiday, the employee will receive holiday pay at the regular straight-time rate of pay plus additional pay for all hours worked at one and one-half times ( $1 \frac{1}{2}$ ) 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 ( $1 \frac{1}{2}$ ) 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)~~ five (5) 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)~~ three (3) floating holidays on January 1 for use by June 30, and two (2) floating holidays on July 1 for use by December 31. (starting in 2022)
- 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. **The Red Cross will endeavor through the time off request process as managed by AP&S and Management, to apply available floating holiday time prior applying accrued and unused PTO time, upon employee request.**

- E. Floating holidays are paid at the employee's regular rate of pay, may be used in one-hour increments and are required to be scheduled and approved in advance. For Collections Employees, floating holidays may be used to supplement regularly scheduled weekly hours not to exceed forty-hours in one week.
- F. Employees cannot receive both floating holiday pay and regular pay for the same day.
- G. Floating holidays are not paid out at termination of employment, unless required by state law.

#### Section 4. Staffing

Staffing for core holidays shall be based on Local Agreements.

## **ARTICLE 16. PAID TIME OFF**

#### Section 1. Purpose

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

#### Section 2. Eligibility

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

#### Section 3. PTO Accrual Schedule

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

#### B. Accrual Table

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

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. In an effort to provide a better work-life balance and approve more time off for employees and ensure that operations are appropriately staffed, the American Red Cross will offer the following Prearranged and Ad Hoc PTO and Floating Holiday (FH) request program.~~

**Prearranged PTO – Staff will submit requests for prearranged PTO/FH during two (2) bid windows, on the first business days of September and March. Full week(s) of PTO/FH shall take precedent over individual PTO/FH days. The September bid window will be for time off for**

**January 1 to June 30; the March bid window will be for time off for July 1 to December 31st. The employee will have three weeks to submit their requests. The employer will disposition requests no later than October 15 for the January – June period, and April 15 for the July – December period. A minimum of 10% of employees in each classification (vacation groups) shall be allowed off on any given day. Local language or established practice regarding awarding PTO by classification will be followed.**

**Ad Hoc PTO/FH covers requests for personal business or other events that cannot be foreseen or planned during the prearranged PTO bid windows.**

**1. The employee can only request Ad Hoc PTO after the bid window has closed. Ad Hoc PTO requests are first come, first served.**

**2. Ad Hoc requests can only be requested before the final staff schedule has been created. Once approved, the Employer shall not rescind the scheduled PTO.**

**3. If Ad Hoc PTO is requested after the staff schedule is posted, the employer will review and disposition the request. The employer has the right to deny the request if the request would create a negative scheduling or operational impact on the business.**

**4. Ad Hoc requests will not be unreasonably denied.**

**Waitlist: If an employee request prearranged time off that the employer cannot fulfill, the employee will be put on a waitlist. If that date opens up throughout the year, the employee will be moved off of the waitlist and given the opportunity to take the day he/she requested PTO. During schedule build, the employer reserves the right to review and approve and open more PTO slots.**

- 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. **The Union does not waive its rights under any applicable law or regulation.**

- J. An employee whose last day of work occurs prior to the end of the pay period will receive a prorated amount of PTO. Similarly, an employee who transfers into an employment status that is ineligible for PTO will receive a lump-sum payment for accrued but unused PTO.
- K. Accrued, unused PTO will be paid to employees at termination of employment, up to the Accrual Limit for full-time employees or up to the prorated Accrual Limit for part time employees.
- L. Sick Bank For Limited Use: An employee can use hours from the sick bank in the event he/she has a continuous leave of absence due to his/her own personal serious illness or disability, unless otherwise required by applicable law. The first five work days of the continuous leave of absence must be covered by PTO or leave without pay. After the five work day waiting period, the sick bank balance will be available for use. For those contracts transitioning on or before January 1, 2016, the sick bank and its balance will be eliminated on December 31, 2018, unless otherwise required by applicable law. For those contracts transitioning on January 1, 2017, the sick bank and its balance will be eliminated on December 31, 2019, unless otherwise required by applicable law.

## **Section 5: Paid Family Leave**

**Bargaining Unit employees shall be eligible for Paid Family Leave (Appendix D) under the same terms and conditions as non-represented Red Cross employees.**

## **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 twenty dollars thirty five (\$120) (\$135)** will have their payroll correction processed. Requests received by the Third Party Payroll Provider by 1:00pm Eastern Time will be processed, whereby electronic transfers will be initiated or a check will be mailed the same day. Requests received after 1:00pm Eastern Time

will be processed the following day. Lesser amounts shall be made on the next paycheck.

Section 2. To support accurate payroll processing, Human Resources will conduct monthly reviews with management and local union leadership to ensure that payroll errors are being addressed timely. **In the event the conditions in Section 1 are not followed, local union leadership should contact the Labor Director for their area for escalation.**

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. **If there is an overpayment to an employee, a fair payback arrangement will be established that takes the circumstances of the employee into consideration. Local union leadership can be included in such discussions, at the employee's request.**

## **ARTICLE 18. SAFETY & HEALTH**

The Employer and the **IBT** 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 **IBT** 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 IBT Coalition through the National Health and Safety Committee to identify and implement strategies on maintaining safety in the workplace. A comprehensive workplace violence prevention program may include, but not be limited to the following topics:

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

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

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

Section 6. Personal protective clothing and equipment required as defined by OSHA shall be furnished and maintained by the Employer without costs to employees whenever such additional equipment is required as a condition of employment or is required by OSHA, as determined through job hazard analysis performed by Environmental, Health and Safety, or other applicable laws and regulations. The personal protective equipment will be provided during the evaluation process if working conditions present an imminent danger or serious harm as defined by OSHA. Examples of equipment include but not limited to masks of any type, gloves, gowns, shoe covering, face shields, or other. 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. Upon request, the Red Cross and Union agree to meet and discuss relevant and/or material health and safety issues through the TPC.

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

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

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

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

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

Section 10. Prior to proposing or implementing any safety and health initiatives or modifications to existing plans, the Employer shall receive pre-decisional input from the TPC joint health and safety committee on the proposed changes. Except in cases where regulatory changes require immediate action, every effort will be made for pre-decisional input, however, where not possible, a discussion regarding the change will still occur with the TPC committee. Nothing in this section shall constitute a waiver of the Employer's obligation to notify and bargain changes to the extent required by law or the Union's right to assert any claims or defenses.

### Section 11. Inclement Weather

The Parties agree that this should be an issue that is dealt with at the local level. Within 60 days of the ratification of the contract where there are no local agreements on inclement weather local management shall meet with the Local Union, if requested, to come to an agreement on a process for inclement weather at their location.

### Section 12. Site Suitability:

A. Prompt access to nearby handwashing and restroom facilities should be no more than 500 feet from the mobile blood drive.

B. Proper room clearing of tables/chairs/furniture should be done prior to the arrival of mobile staff. Staff shall not be required to remove, move or re-set furniture outside of the furniture (i.e., tables and chairs, etc.) required for the blood drive, or a deminimus amount of sponsor furniture. If Staff encounter a situation where the removal of additional sponsor furniture is needed, the staff should immediately contact local management who will attempt to resolve.

C. There should be at least two (2) or more fans, as determined by local agreement, (based on space constraints and fan size) on a truck/Promaster for blood mobile operations during warmer months based on geography. Donor Recruitment and Mobile Collections should work with labor management partnership to identify and evaluate drives where ambient room temperature creates a potential hazard (i.e., due to lack of air conditioning) in efforts to work with the sponsor to address the situation.

D. Mobile Collections should work with labor management partnership towards eliminating steps at any drives by evaluating stairs and reported hazards due to stairs. The TPC will meet with management within three (3) months of ratification.

E. The Donor Recruitment/Account Manager, or District Manager, should be contacted to address any issues in conflict with Section 14, Site Suitability.

## ARTICLE 19. HEALTHCARE

Section 1. Bargaining unit employees with one (1) year or more of service will be provided coverage for the duration of this contract through the "Full Coverage" Team Care Plan ("Team Care MM200"), 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): The plan description for 2022 shall be the plan referenced in Appendix C to this National Teamster Agreement.~~

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.

- A. The Basic Life Insurance benefit and Accidental Death and Dismemberment benefit for bargaining unit employees shall be increased to \$40,000.
- B. 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.
- C. Red Cross shall provide bargaining unit employees with the option to purchase a Long Term Disability benefit, subject to carrier underwriting rules.

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

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

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

**For the 2022 calendar year rates for TeamCare, the Red Cross will pay 100% of any annual premium increase from the 2021 rates, through the earliest of June 30, 2022 or ratification. This shall not exceed six**

percent (6%), including the additional costs associated with the life and short-term disability benefits.

Following the time period outlined above, the Red Cross will contribute 88% and the employee 12% of the premium for single coverage and Red Cross will contribute 75% and the employee 25% of the premiums for coverages with dependents. The Employer and Employee premium cost share shall remain unchanged at these percentages for each tier of coverage for the remaining duration of this contract, except as provided for herein. Any subsequent annual premium increases will be assigned per these percentages. Precise rates will be reflected in Appendix C.

There are no changes to the current part-time cost sharing.

The Parties agree that the annual premium increases shall not exceed 6% in 2022 (including the additional costs associated with the life and short-term disability benefits); 6% in 2023, and 6% in 2024.

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

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

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

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

## **ARTICLE 21. RETIREMENT PLAN**

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.

**Section 7. Any employee healthcare deductions in arrears are recouped via one (1) current plus one (1) missed deduction per paycheck, until caught up.**

**Section 8. For the duration of this Agreement, no non-Teamster groups (i.e., non-Teamster locals or International Unions) will be eligible for healthcare benefits under this Agreement without the written approval from the Board of Trustees of the administrators of the Team Care benefits and the Red Cross.**

**Section 9. The Red Cross and the TPC shall immediately establish a healthcare committee. The purpose of the committee is to review current benefits enjoyed by the employees and discuss options and make recommendations of options that may be available to the employees.**

## **ARTICLE 20. FLEXIBLE SPENDING ACCOUNTS**

Section 1.

Employees 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.

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.

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

Section 2.

A. The Red Cross has determined that the Annual Red Cross Contribution ("ARCC") and the Points-Based Employee Contribution ("PBEC") shall be eliminated effective July 1, 2015. Eligible employees who retire or whose employment terminates on or after July 1, 2015 shall have only those benefits derived from the ARCC and the PBEC that have accrued as of June 30, 2015 based on the terms of the American Red Cross Savings Plan. Those amounts that are earned prior to July 1, 2015, will be maintained.

B. The Red Cross will continue to administer the other terms of the Savings Plan in accordance with the terms of that Plan for eligible employees, including a matching contribution up to 4% of the employee's salary.

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

**Section 4. Effective January 1, 2023, new hire employees shall be auto-enrolled into the Red Cross Savings Plan at a 4% employee contribution. Employees may decide to adjust their voluntary contribution as they see fit; such contribution shall be matched by the Employer in accordance with Section 2.B above.**

## **ARTICLE 22. ADVANCE NOTICE**

Section 1. ~~The Employer shall provide the five (5) divisional TPC representatives with reasonable advance notice of not less than (30) calendar days prior to effecting changes in personnel policies, practices or conditions of employment which impact~~

more than one Local Union, or are national in scope. The employer's notice shall be provided by the Vice President of Labor Relations, or their designee, and shall be sent in writing and electronically. 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.

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

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

## ARTICLE 23. NATIONAL GRIEVANCE AND ARBITRATION PROCEDURE

### Section 1. Definition

A "national grievance" is defined as any complaint or dispute arising under and during the term of this National Teamsters 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 Teamsters 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 Teamsters 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 TPC-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 TPC-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 IBT, 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. The parties shall utilize a Standing Panel of seven (7) National Academy of Arbitrators (NAA) certified permanent arbitrators, among whom cases will rotate, randomly. The Standing Panel of arbitrators shall be established in the following manner:~~

- (1) The parties will make a written request to the National Office of the American Arbitration Association to provide the parties a list of fifteen (15) NAA-certified arbitrators, national in scope;
- (2) within 10 days of receiving the AAA list, the head of the Coalition and the Vice President of Labor Relations of the American Red Cross, or their designated representatives, will rank each arbitrator on the AAA list from 1 to 15 and return this list, by email, to the AAA;
- (3) the AAA will identify and appoint to the Standing Panel the seven (7) highest mutually acceptable arbitrators;

(4) if any of the seven (7) arbitrators decline the appointment, the next highest mutually acceptable arbitrator will be designated by the AAA; and

(5) if, during the life of this agreement, should two or more arbitrators decline to remain on the Standing Panel, become disabled or deceased, the parties will promptly update their rankings of the remaining arbitrators from the original list provided by the AAA, and the highest mutually acceptable arbitrators will fill the spots to return the Standing Panel number to seven (7).

D. An arbitrator will be randomly assigned to each deadlocked grievance at the NGC meeting by the NGC.

E. If a national grievance has been deadlocked by the NGC, and the Union or Employer wishes to advance the matter to arbitration, the Union or Employer has sixty (60) calendar days to notify the assigned arbitrator of his/her appointment to preside over the arbitration, or the grievance will be deemed denied.

### Section 4. Venue of Arbitration Hearings

A. Before ruling on the merits of a grievance, the NGC will determine whether the grievance has been appropriately brought before the NGC, which only has the authority to rule on national grievances (as defined by Article 23, Section 1).

B. Once the NGC rules on the status of a grievance, the grievance will be moved, if necessary, back to the local union. If the determination is made to move the grievance back to the local level, the local union grievance and arbitration rules and procedures, as outlined in the local's contract, shall govern and control. All durational requirements and rules for processing grievances at the local level shall begin upon notice to the local union by the NGC of the decision to move the grievance back to the local level.

C. If a national grievance that proceeds to arbitration was brought by one local union and/or only affects employee(s) who are members of one local union, the arbitration shall be conducted at the nearest AAA office, not further than 50 miles from the

**local union of which the grievant(s) are members. If there are no AAA offices within 50 miles of the local union, the parties agree to mutually select a location within 50 miles from the local union. This provision does not preclude the parties from mutually agreeing upon an alternative location within 50 miles of the local union to hold the hearing.**

**D. If a national grievance that proceeds to arbitration was brought by two or more local unions and/or affects employees who are members of two or more local unions, the arbitration will be held in one of the following locations: for grievances arising out of the Eastern region, Washington, D.C.; for grievances arising out of the Central region, Chicago, Illinois; and for grievances arising out of the Western region, Los Angeles, California. Unless the parties agree upon a location in each city in which the arbitration will be conducted, the offices of the AAA will be reserved for the hearing.**

#### **Section 4 Section 5. 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 Section 6. 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 **Teamsters** Addendum shall be final and binding on the Employer, Union and the employees. The arbitrator shall have no authority to add to, subtract from or otherwise alter the provisions of this Agreement, or impose on either the Employer or the Union any limitation or obligation not specifically provided for under the terms of this Agreement.

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

**Section 1.** Separability: The Employer and **IBT** 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 **Teamsters** 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

**Teamsters** Addendum being declared invalid, it is the express intent of the parties that all of the provisions of the Agreement that are not declared invalid shall remain in full force and effect.

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

## **ARTICLE 25. OTHER LEAVES**

**Section 1 – Disaster Assignments Leave/ Leave After a Disaster Assignment.**

**Effective the first of the month following ninety (90) days after ratification, the Disaster Assignments Leave language in all local contracts shall be removed, and the following shall be added to the Addendum:**

- A. As part of the critical mission of the Red Cross, employees may actively participate in local, regional and national disaster relief efforts. The Red Cross will make reasonable efforts to provide employees with opportunities to participate in Red Cross disaster training and to accept assignments on Red Cross disaster relief operations.**
- B. Employees will be compensated at their regular rate of pay while attending disaster training during scheduled working hours or while on disaster assignments. Employees who have completed service on a disaster operation will be given additional time off before resuming their work duties. An employee will be given one (1) day of additional time off for every seven (7) days he or she was assigned to the disaster operation, not to exceed ten (10) days. This time off is not charged against the employee's paid time off and is not considered work time for purposes of calculating overtime. This time off must be taken within**

four (4) weeks following the disaster assignment and time off may not be exchanged for payment of the dollar equivalent of the time off.

## Section2 – Public Health Leave.

In the event of a public health crisis which requires employees to quarantine due to illness or exposure, an employee shall not be required to use PTO or Floating Holidays. In addition, the Red Cross and the TPC agree to immediately engage in Effects Bargaining.

## **ARTICLE 26. 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 Teamster Addendum and Local Agreements shall remain in full force and effect until September 30, 2021 2024, 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 Teamsters Addendum or in conflict with the National Teamster Addendum or law, shall continue

### Section 3. Ratification

A. The NTA and LTA shall not be binding on a Local Union or the American Red Cross until ratified (where applicable) by the Local (or all affiliated Locals of an International as provided for in their constitution and/or bylaws). Both the NTA and LTA must be ratified together, and there will be no further negotiations of or modifications to the NTA or an LTA after ratification unless mutually agreed to by the parties in writing.

B. First Contracts.

(1) Local Unions that have yet to negotiate first contracts will vote to ratify the National Teamster Addendum. If ratified, the National Teamster 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 May 28, 2022. The local parties shall negotiate terms and conditions of employment consistent with the National Teamsters 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 Teamster Addendum National Agreement as soon as practicable after the date the election results are certified, but in no event shall that be later than the first of the month following sixty (60) days after election results are certified. These new bargaining unit employees still will be eligible to receive TeamCare on the first of the month after eight (8) weeks from the date of certification.

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

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

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

1. The Employer and the Unions agree that in connection with Article 9 Staffing, Section 5 A4, the Employer will not layoff any member of the 'Licensed Staff' (defined as a Registered Nurse or Licensed Practical Nurse or job titles

requiring equivalent licenses) for the purposes of implementing its right to utilize non licensed staff (or lower level licensed staff). This prohibition against layoffs of licensed staff in connection with the utilization of non licensed staff (or lower level licensed staff) will extend for the duration of the National Addendum.

2. The Employer is under no obligation to replace licensed staff who leave the employment of the Red Cross with similarly licensed staff.

3. This prohibition against layoffs is limited strictly to the implementation of Article 9 Staffing. Layoffs of licensed staff may occur as part of a reduction of force that is targeted at multiple job classifications and is based upon financial reasons not directly related to the implementation of this provision. Such reasons may include a closure or reduction of a location, district, region or subset thereof; or a substantial documented loss of revenue or loss of a hospital contract.

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

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

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

## **MEMORANDUM OF UNDERSTANDING NO. 3 – SAG**

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

employees. As referenced in Article 10, Section 2, the priorities are:

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

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

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

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

- a. 3 solicitation periods open (180 day, 90 day and 30 day) at defined intervals throughout the year will be offered.
- b. Employees will be permitted to request leave on anticipated leave accrual through the solicitation period(s) open.

- e. Acquisition Planning and Scheduling (APS) will first process multi day requests in seniority order, followed by single day requests in seniority order.
- d. Months, weeks and days outside of the defined solicitation periods will be closed and PTO requests submitted for these timeframes will not be considered except for leave requests made within the 30 day period.
- e. Other items that should be incorporated into the recommended PTO request process include, but are not limited to a deadline to respond to PTO requests, the percentage of leave available during each solicitation period, etc.

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

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

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

The TPC shall be responsible for all things the SAG has been traditionally handling. As such, the TPC

shall jointly review the SAG MOU #3, following ratification, and update the MOU as appropriate.

## LETTER OF AGREEMENT #1 – CALIFORNIA OVERTIME

The Red Cross and the Teamsters acknowledge that the National Agreement prohibits the California local unions from bargaining daily overtime. The parties enter into this side letter so that the Red Cross and the California local unions may negotiate over the California daily overtime legislation. The Red Cross and Teamsters agree that if the outcome of the daily overtime negotiations in California conflicts with the National Agreement, the California local agreement shall control regarding daily overtime.

## APPENDIX A – LIST OF IBT UNIONS

AFSCME Council 31, Local 2691  
AFSCME Local 1199DC NUHICE  
AFSCME Local 3145  
AFSCME Local 3652 NUHICE  
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 215**  
Teamsters Local 223  
Teamsters Local 243

Teamsters Local 25	Teamsters Local 728
Teamsters Local 337	Teamsters Local 760
Teamsters Local 340	<b><u>Teamsters Local 783</u></b>
Teamsters District Council 2, Local 388M	Teamsters Local 795
Teamsters Local 391	Teamsters Local 839
Teamsters Local 414	<b><u>Teamsters Local 886</u></b>
Teamsters Local 507	Teamsters Local 929
<del>Teamsters Local 523</del>	<del>UAW Local 2322</del>
Teamsters Local 542	<del>UAW Local 771</del>
Teamsters Local 554	<del>UFCW Local 1059</del>
Teamsters Local 570	<del>UFCW Local 75</del>
Teamsters Local 63	
Teamsters Local 682	
Teamsters Local 71	

## APPENDIX B. PREMIUM RATES

### Premiums associated with how an employee is scheduled

#### 1. Standard Shift Differentials

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

*Table 14.1*

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

## 2. Shift Differential & Weekend Premiums by Function

- a. Employees will be compensated with the below premiums for hours worked on the weekend, based on their function, as follows:

- (i) Manufacturing and Testing – *Weekend premiums begin Friday at 11pm*

*Table 14.2*

Manufacturing		Testing			
Shift	M-F	Weekend	M-F	Weekend	
<b>7a-3p</b>	Base pay	\$1.25	Base pay	\$1.50	
<b>3p-11p</b>	\$1.75	\$2.75	\$2.00	\$2.25	
<b>11p-7a</b>	\$2.25	\$3.25	\$2.50	\$2.75	

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

*Table 14.3*

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

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

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

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

*Table 14.4*

Standard Weekend Premiums	
Shift	Weekend
<b>1<sup>st</sup> Shift: 6a-6p</b>	\$1.25/hour

<b>2<sup>nd</sup> Shift: 6p–midnight</b>	\$2.00/hour
<b>3<sup>rd</sup> Shift: midnight-6a</b>	\$2.50/hour

c. Baylor Plan

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

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

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

*Table 14.5*

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

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

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

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

*Table 14.6*

	<b>Minimum</b>	<b>Parameters</b>
<b>Standard</b>	3 hours	• The 3 hour guarantee only applies when the employee must come in to the office to work
<b>IRL</b>	3 hours	• Work performed at call in is 1.5x

<b>Therapeutic Apheresis</b>	3 hours	<ul style="list-style-type: none"> <li>• Minimum 3 hours if called in. Compensate for all hours worked – including those in preparation for the treatment and taking calls to/from medical director and treating physician.</li> <li>• Prep work and consults are at straight time rate up to 40 hours worked in a pay week. Standard overtime rules apply.</li> <li>• Work performed at call in is paid the straight time rate up to 40 hours of work. All work beyond 40 is at 1.5x (not pyramided)</li> <li>• Require staff to IVR or online punch weekly work to track time taking calls, time traveling and time working</li> </ul>
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## 5. Skill-Based Premiums (**All Changes shall be made within 90 days following ratification**)

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 \$2.00/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. **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 \$2.00/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. 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.

**The Employer shall establish a new position classification, Collection Specialist III (CSIII) with an additional \$2.50 per hour (in total) added to an employee's wage rate:**

**The CSIII position qualifications shall include demonstrated leadership skills as well as previous qualification and experience in:**

- Power Reds (CTIII)
- Charge (CSII)
- OJI position

**The Employer shall determine the number of CSIII's required and the selection of CSIII's shall be by skill and ability (i.e., employer discretion) with seniority as a tie breaker. As with all premium positions, an employee requesting to step down from the role or classification will lose the premium or wage increase associated with the role when the Employer releases the employee from the role/classification. The Employer maintains the right to delay the release while it is replacing the employee seeking to step down.**

- Employees selected for CSIII classification who do not have a charge and/or power red premium included ("baked in") to their existing hourly rate will have their base wage increased by \$2.50 per hour.
- Employees selected for CSIII classification who have a charge and/or power red premium included ("baked in") to their existing hourly rate shall receive an increase above their "baked in" wage rate, not to exceed \$2.50 per hour.
- Employees selected for CSIII classification shall not be entitled to receive any further premiums for Power Reds, Charge or OJI.

**(There is no premium associated with Project Impact, and the parties agree to finalize the Effects Bargaining Agreement following ratification.)**

**The Parties agree that all outstanding Local contract negotiations and any wage compression/hire rate negotiations shall be completed no later than May 28, 2022.**

## **APPENDIX C. TEAM CARE RATES AND DESCRIPTION**

### **Full-Time Employees**

<u>January 1 through June 30, 2022</u>	Monthly Premium	Monthly Red Cross Contribution	Employee Per Pay Period Contribution (24 Annual)
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Employee Only	\$ 835.60	\$ 741.24	\$ 47.18
Employee + Spouse/Partner	\$ 1,613.30	\$ 1,228.02	\$ 192.64
Employee + Child(ren)	\$ 1,747.07	\$ 1,329.79	\$ 208.64
Employee + Family	\$ 2,282.45	\$ 1,737.07	\$ 272.69

<u>July 1 through December 31, 2022</u>	Monthly Premium	Monthly Red Cross Contribution	Employee Per Pay Period Contribution (24 Annual)
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Employee Only	\$ 835.60	\$ 735.58	\$ 50.01
Employee + Spouse/Partner	\$ 1,613.30	\$ 1,204.96	\$ 204.17
Employee + Child(ren)	\$ 1,747.07	\$ 1,304.71	\$ 221.18
Employee + Family	\$ 2,282.45	\$ 1,704.31	\$ 289.07

### **Part-Time Employees**

<u>January 1 through June 30, 2022</u>	Monthly Premium	Monthly Red Cross Contribution	Employee Per Pay Period Contribution (24 Annual)
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Employee Only	\$ 834.04	\$ 624.30	\$ 104.87
Employee + Spouse/Partner	\$ 1,611.70	\$ 749.24	\$ 431.23
Employee + Child(ren)	\$ 1,745.51	\$ 770.73	\$ 487.39
Employee + Family	\$ 2,280.89	\$ 856.67	\$ 712.11

<u>July 1 through December 31, 2022</u>	Monthly Premium	Monthly Red Cross Contribution	Employee Per Pay Period Contribution (24 Annual)
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Employee Only	\$ 834.04	\$ 611.68	\$ 111.18
Employee + Spouse/Partner	\$ 1,611.70	\$ 697.54	\$ 457.08

Employee + Child(ren)	\$	1,745.51	\$	712.17	\$	516.67
Employee + Family	\$	2,280.89	\$	771.17	\$	754.86611.07

## **APPENDIX D: PAID FAMILY LEAVE POLICY**

### **American Red Cross Paid Family Leave Policy**

**The American Red Cross recognizes that employees must balance work obligations with providing care for their families. The intent of the Paid Family Leave Policy (PFL) is to provide eligible employees with a dedicated paid leave to support them while meeting family obligations.**

**The policy provides employees with up to twelve (12) weeks of paid leave at 80% of regular base salary or wage based on their weekly standard hours up to a maximum base equal to the IRS definition of a Highly Compensated Employee at the time of the leave (\$130,000 in 2021) to care for a close family member with a serious health condition (“Caregiver Leave”) and/or care for or bond with children within the 12 months following the birth or placement (via adoption, surrogacy, or foster care) of a child in the employee’s household (“Parental Leave”). Employees’ own medical conditions are not eligible for this policy and are provided for by other applicable leave and disability benefit plans provided by the Red Cross.**

**The terms of this policy will be administered by the American Red Cross Absence Management Service Center (the “Leaves Administrator”). The Service Center can be reached at 1-877-860-7526. Employees will need to comply with any documentation and/or certification as requested by the Leaves Administrator.**

#### **Eligibility**

**To qualify for Paid Family Leave, you must be: (1) a regular full-time, or part-time employee who is normally scheduled to work at least 20 hours per week and eligible to earn PTO at the time of the qualifying event; (2) have worked for the Red Cross for at least one (1) year; and (3) have worked 1,040 hours or more (inclusive of paid time off and holiday pay) within the 12-month period immediately preceding the date the leave would begin. This policy does not apply to employees who are temporary, part-time scheduled fewer than 20 hours per week, AmeriCorps, or other non-benefits- eligible employees. This policy also does not apply to employees covered by a collective bargaining agreement (“CBA”) unless the CBA specifically provides for their eligibility for this benefit.**

**Spouses and/or domestic partners who are both eligible employees may each take leave under this policy for the same qualifying event; however, managerial approval may be required for employees working in the same unit to be on leave at the same time.**

#### **Description of Benefit**

**Paid Family Leave may be taken for one or more of the following events consistent with how those events are defined under the federal Family and Medical Leave Act (“FMLA”):**

- **Caregiver Leave – for the care, treatment, or diagnosis of a physical or mental illness or condition of an employee's family member for whom the employee has caregiver responsibility. A family member under this policy includes the employee's spouse or qualified domestic partner, child, parent, grandparent, grandchild, or sibling with a serious health condition as defined by FMLA.**
- **Parental Leave – for an employee to bond with a child or children after the birth, adoption, or foster care placement, within 12 months following that event. The adopted or foster child or children must be under age 18. The adoption of a new spouse's or domestic partner's child or children is excluded from this policy. Parental leave cannot be taken during short-term disability following childbirth but can commence after approval by the disability insurer for return to work.**

**An event occurring prior to the effective date of this policy (either October 1, 2021, or, if an employee is covered by a Collective Bargaining Agreement, the effective date per the CBA) is not eligible for Paid Family Leave.**

**Up to thirteen (13) weeks of leave including a one (1) week unpaid waiting period under this policy may be taken within a rolling 12-month period. Employees can elect to use available PTO or Floating Holidays to supplement pay during the waiting period and while receiving pay under this policy. The combination of PTO, Floating Holiday, and Paid Family Leave hours cannot exceed an employee's normally scheduled weekly work hours. Unused leave under this policy does not carry-over to the following period. The usage period and amount of leave provisions also apply when the leave is used for a combination of qualifying events and when more than a single qualifying event occurs within the 12-month period. Additional leave may be available through other benefit policies, such as Paid Time Off (“PTO”) if more time than provided under this policy is needed.**

**Caregiver Leave for the same family member can only be used once every 24 months following the first day of the previous Paid Family Leave for that family member. This does not apply if the previous Paid Family Leave taken for that family member was for Parental Leave.**

**Intermittent leave is not available under this policy and leave taken must be greater than a full week including the waiting period, based on the employee's regularly scheduled work week. A leave does not have to start on the first day of a pay cycle of the employee's standard work schedule. If less than one week of leave in total is needed, PTO or other available leave must be used instead of Paid Family Leave.**

**Where leave under this policy also qualifies for job-protected leave under other federal or state leave laws, such as FMLA, Paid Family Leave will run concurrently, and will be applied to any qualifying FMLA or state leave to the extent consistent with applicable law. An employee must also file a request for FMLA when applying for leave under this policy.**

Leave taken under this policy that does not otherwise qualify for FMLA job protection will be treated as if FMLA applies for job protection purposes. For example, under the Caregiver Leave component, this policy covers care for family members that do not qualify under FMLA. Leave taken under this policy for a non-qualified family member would be treated the same as FMLA for job protection purposes.

### Requesting Leave

Eligible employees must (1) notify their supervisor following their department's call-in policy or guidelines and (2) contact the American Red Cross Absence Management Service Center (the "Leaves Administrator") at 1-877-860-7526 at least 30 days in advance of the start of the leave. If leave is not foreseeable, employees must provide as much notice as reasonably practicable under the circumstances. Requests for leave under this policy must be made to the Leaves Administrator within 15 days of the qualifying event, except for Parental Leave. Employees applying for leave under this policy are required to submit the documentation requested by the Leaves Administrator to support the request. Where leave under this policy also qualifies for FMLA leave or similar state paid leave programs, employees must submit the required FMLA or state leave documentation, which may also suffice to support this policy's documentation requirement as determined by the Leaves Administrator. If the requested Paid Family Leave is not approved by the Leaves Administrator prior to requested start date of the leave, an employee can elect to use PTO while waiting for approval of the leave request beyond the one week waiting period. If the Paid Family Leave is approved, the Leaves Administrator will reinstate 80% of PTO hours taken beyond the waiting period with Paid Family Leave. If this results in an overpayment, the Red Cross will recover the overpayment following its standard recovery procedures through Payroll. Failure to provide documentation requested by the Leaves Administrator in support of the leave by the due date set by the Administrator will result in the request being denied.

### Benefits While on Leave

Eligibility for benefits continues during Paid Family Leave. Employees already enrolled may continue health and other insurance coverages during Paid Family Leave subject to the terms, conditions, and limitations of the applicable plans in which the employee may participate. Applicable employee and employer contributions towards the cost of benefits will continue while on leave and will be deducted from pay. If pay is not sufficient to cover the cost of benefits, the employee will be responsible for missed deductions through catch up deductions in future payrolls.

Beginning Paid Family Leave is not a qualifying event to allow changes to an employee's current benefit enrollment or the opportunity to elect new benefits. However, an event coincident with paid family leave such as but not limited to the birth of a child would be a qualifying life event allowing changes to be made to benefit elections. The Benefit Plan policy would be the primary determiner of changes allowed.

PTO will continue to accrue at the employee's standard rate.

Standard holidays occurring during Paid Family Leave will be recorded as such and do not extend the leave period or augment pay. Unused Floating Holidays that expire during the leave period (June 30 and December 31) are forfeited per the Holidays policy in the Employee Handbook. Floating Holidays will be granted biannually as scheduled in the Holidays policy.

**Coordination with State Paid Family Leave Programs**

Where an employee is also eligible for a state paid family leave benefit, benefits under this policy will coordinate and run concurrently with the state plan to the extent consistent with applicable law. The combined benefit received under the state and Red Cross programs will not exceed 100% of an employee's regular base salary or pay to the extent consistent with applicable law.

**Return from Leave**

Confirm your return-to-work date or any changes to the date with your Manager/Supervisor and the American Red Cross Absence Management Service Center at 877-860-7526 prior to coming back to work.

If the circumstances of your leave change and you are able to return to work earlier than the date indicated on your leave approval, you are required to notify the Absence Management Service Center in advance. Notification should be provided within two workdays after the change if the circumstance is known, and no later than two workdays prior to the date you intend to report to work.

If you don't return to work and need to extend your leave, notify the Absence Management Service Center and your department. If you do not notify your Manager /Supervisor of changes in your leave needs and do not return to work as scheduled, additional absences may be applicable to the attendance policy, which could result in discipline or termination. Additionally, failure to notify your Manager/Supervisor of changes in your return may result in the termination of your employment.

Your Manager/Supervisor must confirm your return to work with the American Red Cross Absence Management Service Center upon return in order to reinstate access to American Red Cross systems.

**Other**

Eligibility for leave ceases at the end of employment. Where an employee is on Paid Family Leave when employment is terminated, leave under this policy does not continue beyond the end of employment. Unused Paid Family Leave days are not subject to payout.

The Red Cross reserves the right to discipline employees who abuse this policy. Examples of abuse include but are not limited to, falsifying documents submitted to support leave or being untruthful about the reasons for requested leave.

The Red Cross reserves the right to modify this policy in whole or in part including cancellation at any time.

