

# **Tentative Agreement of Negotiated Changes**

**TEAMSTERS UNION LOCAL 170**

**AND**

**AMERICAN RED CROSS BLOOD SERVICES - NEW ENGLAND REGION**

**October 1, 2024 - September 30, 2028**

ARC: \_\_\_\_\_

IBT L170: \_\_\_\_\_

**ARTICLE 1**  
**SCOPE OF AGREEMENT & UNION RECOGNITION**

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

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

Employees covered by this Agreement shall be construed to mean any and All DCAs (Donor Center Assistants), Collection Specialist I, Collection Specialist II working PHAAs (Pheresis Administrative Assistants) Receptionists and Administrative Assistants, and Custodians employed by the Employer at its ~~Worcester, Raynham, Boston, Weymouth, Kingston and Springfield,~~ Massachusetts Apheresis fixed site collection facilities, excluding the Dedham and Danvers sites, and excluding all professional employees and guards and supervisors as defined in the Act and also for the purpose of this Agreement between the parties; furthermore, to be bound by the conditions set forth in this Agreement. Before it creates and/or eliminates a position and/or job title, or consolidates or combines positions and/or job titles, or implements new job descriptions, the Program will give the Union fourteen (14) days' notice and an opportunity to bargain over the impact of any such changes.

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

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

**ARTICLE 13**  
**MISCELLANEOUS**

13.16 Fixed Site Operations or Permanent Assigned Bid Locations

Employees covered by this Agreement are assigned to a fixed site ~~they will be scheduled as mobile operations are scheduled if employees are not permanently assigned to that site.~~ If employees are permanently assigned to the site, such assignments shall be made by seniority, so long as the employee is qualified to perform the work. [Notwithstanding the above, nothing in this Section shall be interpreted to preclude the Company from maintaining, instituting or changing shifts or workweeks to obtain the production it desires per Article 6 of the Teamster National Agreement, which included the right to require employees to work Saturdays or Sundays.]

13.19 Basic Life Support

All collection staff shall, ~~as a condition of employment, are encouraged to~~ be currently certified in Basic Life Support (CPR). ~~If a new employee is not so certified, she shall obtain her certification within thirty (30) days after start of her employment.~~ Every employee shall make her own

arrangements for initial or renewal of certification. An employee who ~~is required to obtains~~ or renews a basic life support certification shall be reimbursed for the cost of the course and paid for the employee's actual time spent in attendance at the course not to exceed four (4) hours annually, after presentation by the employee to the Program of proof of certification or renewal. Any time so paid shall not count as hours worked for the purposes of calculating overtime. Collection staff may use conference rooms in either location for CPR certification. The Program is not responsible for the scheduling of the collection staffs time off to attend.

### 13.20 Reading Time

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

### 13.21 Inclement Weather

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

## **ARTICLE 21** **SENIORITY**

### 21.14 Bidding

Regular full-time and part-time employees who have not received a final step discipline for performance or Behavior (other than a verbal warning or a written warning for Attendance) within the last twelve (12) months, in order of seniority, may bid and shall have preference for a permanent opening which after two (2) weeks' training, if necessary (or the established training period in the case of bidding into a technician vacancy), they can perform with normal efficiency. An employee must have been in his or her position for six-twelve (126) months before bidding on another position unless the new position involves a change in number of hours, a promotion to another site, or within their current site. - Transfers to newly opened (within the last 6 months) sites will be considered by management on a case-by-case

basis. The Program will endeavor to transfer a successful bidder to his/her new position promptly, subject to operating conditions.

#### New 21.17 Working Outside Assigned Location

Employees can be forced to work outside their assigned and regularly scheduled fixed site location. Any assignments shall be by order of seniority. When employees are assigned or volunteer for an assignment outside their normal location, they will receive mileage and travel time to the assignment. Employees assigned or volunteering to go to the Boston Fixed Site will receive an additional \$20 or \$20 gift card for each day they are assigned in Boston.

### **ARTICLE 24** **HOURS OF WORK AND OVERTIME**

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

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

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

### **ARTICLE 25** **VACATIONS**

#### 25.4 Selection of Vacation Periods

**PTO usage and selection shall be per Article 15, Section 4 of the Teamster National Agreement. The parties will meet to determine a transition date in the future.**

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

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

~~(a) There will be three (3) rounds of vacation requests/approvals in which vacation blocks of no less~~

~~than one (1) week will be approved. For Round #1, requests must be received by February 1 with approvals posted on February 15. A maximum of two (2) vacation weeks will be approved in Round #1.~~

~~(b) For Round #2, requests must be received by March 1 with approvals posted on March 15. Only employees with less than two (2) approved weeks are eligible to participate in Round #2.~~

~~(c) For Round #3, requests must be received by April 1 with approvals posted on April 30. All employees may apply during Round #3.~~

~~(d) Following Round #3, requests for remaining vacation time must be submitted by 12:00 noon on Monday, seven (7) days prior to the Collection Week for which the time is requested.~~

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

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

## ARTICLE 27 PTO

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

(b) Employees shall be subject to progressive discipline as set forth below for excessive absenteeism and/or tardiness 2 tardies shall count as 1 occurrence:

<u>4 occurrences in a rolling twelve month period</u>	Counseling
5 occurrences in a rolling twelve- month period	Written Warning
6 occurrences in a rolling twelve month period	One-Day unpaid Suspension
7 occurrences in a rolling twelve month period	Termination
8 occurrences in a rolling twelve month period	Termination

Attendance records should be reviewed monthly or more frequently as the situation requires. When reviews of this kind are conducted, the rate of attendance shall be calculated based upon the preceding

ARC: \_\_\_\_\_

IBT L170: \_\_\_\_\_

rolling 12 month period. For example, if an employee received an absence occurrence on Jan 15, 2023, that occurrence would remain in the lookback period for 12 months, till Jan 15, 2024.

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

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

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

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

## **ARTICLE 29** **HOURS, STAFFING AND SCHEDULING**

### 29.1 Classification

The work week is seven consecutive twenty-four (24) hour days beginning at 12:00 AM. Sunday. Regular full-time employees are those employees normally employed to ~~work five-four (54)~~ days, ten (10) hour shifts, or units within the work week, except for holidays, vacation, or other authorized absences. Regular part-time employees are those employees normally scheduled to work ~~eight-ten (108) hours or more per week or one (1) day, shift or unit, sixteen (16) hours or two (2) days, shifts or units, twenty-four (24) hours or three (3) days, shifts or units, or thirty-two (32) hours or four (4) days, shifts or units, except for holidays, vacation or other authorized absences.~~ Notwithstanding the above, nothing in this Section shall be interpreted to preclude the Company from maintaining, instituting or changing shifts or workweeks to obtain the production it desires per Article 7 of the Teamster National Agreement, which included the right to require employees to work Saturdays or Sundays.

### 29.2 Hours of Work; Guaranty

Any employee who reports to work as scheduled, not having been notified not to report to work,

ARC: \_\_\_\_\_

IBT L170: \_\_\_\_\_

will be provided with ~~a minimum of~~ their scheduled hours for that day, typically **ten (10)** hours of work or pay in lieu thereof for that day, not necessarily on the same unit or at the same location. On an extra day, the employee will be guaranteed six (6) hours of work or pay in lieu thereof. All employees shall be expected and required to work their full scheduled shift unless they are informed by the Program that work is not available for them to perform. Employees are to be available for reasonable overtime as may be required by the operation of the Program.

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

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

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

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

#### 29.5 Scheduling for Collection Staff

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

**ARTICLE 30**  
**EDUCATION**

Tuition Assistance

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

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

The course will lead to job improvement or advancement.

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

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

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

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

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

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

The amount of the assistance for regular full-time employees will be eighty percent (80%) of the cost of tuition, ~~up to Nine Hundred Dollars (\$900), for a full year. After three (3) years of service, the assistance amount shall amount shall be one hundred percent (100%) of the tuition cost,~~ up to One Thousand **Eight Hundred Dollars (\$1,800)** for a full year. **Employees must remain with the company for 12 months following reimbursement, or else repay tuition assistance received within 12 months of their termination.**

**ARTICLE 32**  
**WAGES AND HOURLY RATES**

32.1

(a) Minimum Position Hourly Wage Rates

Position	Hourly Start Rate				
	2018	2019	2020		
Collection Specialist I	\$ 19.29	<del>\$ 19.68</del>	<del>\$ 20.07</del>		

ARC: \_\_\_\_\_

IBT L170: \_\_\_\_\_



Apheresis Coordinator	<del>\$ 16.45</del>	<del>\$ 16.78</del>	<del>\$ 17.11</del>		
Administrative Assistant II	<del>\$ 15.44</del>	<del>\$ 15.75</del>	<del>\$ 16.06</del>		
Custodian	<del>\$ 14.86</del>	<del>\$ 15.16</del>	<del>\$ 15.46</del>		
DCA	<del>\$ 13.99</del>	<del>\$ 14.27</del>	<del>\$ 14.56</del>		
Receptionist Collection Specialist II	<del>\$ 13.54</del>	<del>\$ 13.81</del>	<del>\$ 14.09</del>		

Position	Eff. Aug 2024	Oct 2024	Oct 2025	Oct 2026	Oct 2027
Apheresis Coordinator	\$19.00	\$19.38	\$19.78	\$20.16	\$20.57
Collection Specialist I	\$21.80	\$22.24	\$22.68	\$23.13	\$23.60
Collection Specialist II	\$24.05	\$24.53	\$24.76	\$25.01	\$26.01

(b) Charge – Full-time charge staff shall receive an additional \$2.25 increase in their base wage rate upon their promotion to the charge role, and at that time, will no longer receive the \$2.50/hr. premium under the terms of the Teamster National Agreement. [note: Charge bake in will be increased an additional \$.50 upon implementation of the 2024-28 Teamster National Addendum.]

~~(c) Fixed Site Staff will be compensated at an additional \$1.25 in their base wage once trained for performing automated procedures.~~

(d) Boston Fixed Site Supplement – Due to the higher cost of working in Boston, employees permanently assigned to the Boston fixed site will have their wage rate increased by \$2.00 per hour. If the employee transfers to a location outside of Boston, their wage rate will be reduced by \$2.00 per hour.

Individual Employee Hourly Wage Rates

~~(b)~~(c) Double Red Cell /Alyx – Staff trained and perform DRC or Alyx procedures, will be compensated an additional \$1.25hr. in their base wage. Staff will not receive the premium under the terms of the National Addendum.

32.2 Two or More Functions

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

ARC: \_\_\_\_\_

IBT L170: \_\_\_\_\_

32.3 Evening Premium

**Per Appendix B of the Teamster National Agreement,**

Weekend Premium

**Per Appendix B of the Teamster National Agreement**

32.4 On-Call Pay

**Per Appendix B of the Teamster National Agreement**

32.7 Pheresis Differential

**Section left blank**

32.8 Donor Center Differential

**Section left blank.**

32.10 Ten Hours Between Shifts

**Per Article 9 of the Teamster National Agreement**

32.13 Translating Differential

**Per Appendix B of the Teamster National Agreement**

32.14 No Pyramiding

Per Article 13, Section 3

### **ARTICLE 33** **TERMINATION**

33.1 This Agreement shall take effect on ~~and be retroactive from the~~ 1st day of ~~July 2013,~~ October 2024 and shall remain in full force until midnight, September 30, ~~2028~~ 2018, and shall be renewed or reopened consistent with Article 25, Section 1 of the Teamster National Agreement.

ARC: \_\_\_\_\_

IBT L170: \_\_\_\_\_

**Side Letter:**

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

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

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

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

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

**FOR THE UNION: \_\_\_\_\_ FOR ARC: \_\_\_\_\_**

\_\_\_\_\_  
**Eli Gillen \_\_\_\_\_ Lordston Foster**  
**Staff Representative \_\_\_\_\_ Director Labor Relations**

\_\_\_\_\_  
**Date \_\_\_\_\_ Date**

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

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

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

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

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

ARC: \_\_\_\_\_

IBT L170: \_\_\_\_\_