

## TENTATIVE AGREEMENT

### ARTICLE 2. Scope of the Agreement

The National Addendum covers specific terms and conditions of employment negotiated by the parties and is intended to supplement Local Agreements. The terms of the National Addendum shall supersede and replace any conflicting or inconsistent terms and conditions of its respective Local Agreements (and the Parties agree to use their best efforts to identify exactly where such superseding or replacement has effect and communicate this prior to ratification to avoid conflict and confusion). The failure of a Party to engage in such communication pre-ratification shall not constitute a waiver of the Party's ability to raise such issue at a **larger later** time. ~~The National Addendum shall supersede and replace any conflicting or inconsistent terms and conditions of Local Agreements identified prior to the ratification of both the National Addendum and Local Agreement.~~ Any post-ratification disputes regarding errors and/or omissions will be handled through the National Grievance process.

American Red Cross:

 4/11/24

Ken Hurley, Chief Negotiator      Date

Coalition of American Red Cross Unions:

 4/11/2024

Raven L. Hall, Chief Negotiator      Date

## TENTATIVE AGREEMENT

### 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).

If at any time during the life of this agreement, the Red Cross increases its PTO or 401(k) Savings Plan per the Employee Handbook for similarly classified non-exempt employees not covered by this agreement, then those changes will apply to those employees covered by this agreement.

American Red Cross:

 11/18/24  
Ken Hurley, Chief Negotiator Date

Coalition of American Red Cross Unions:

|  11.18.24  
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## TENTATIVE AGREEMENT

### ARTICLE 5. Employment Categories

#### Section 1.

C. The Red Cross Per Diem Program shall be made available where appropriate to address work/life balance for employees, and management will bargain with local unions as requested on wage rates and schedule, in implementation of the Per Diem Program. Parties agree to explore the creation of a Per Diem Program to augment the workforce and create better work/life balance for employees. The Parties will create a subgroup, within three (3) months following ratification of this agreement, to determine the concepts and working details of such a program and will provide an update to the SPC in July 2022.

Per Diem staff may work an average of 20 or fewer hours per week or as needed to supplement the workforce. Except when required by applicable law, Per Diem staff are not eligible for employer paid benefits, including but not limited to, Medical Insurance, Short Term Disability, Paid Family Leave, Voluntary Benefits, PTO Accrual, Holiday Pay, Floating Holidays; but are eligible for Uniform Allowance at the part-time level and 401(k) participation.

American Red Cross:

 6/12/24

Ken Hurley, Chief Negotiator      Date

Coalition of American Red Cross Unions:

 6/11/2024

Raven L. Hall, Chief Negotiator      Date

## TENTATIVE AGREEMENT

### 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 (1½) 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 (1½) hours after the start of the drive. For blood drives scheduled with (4.5) 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 (1½) 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/Charge/Team Lead approval unless prohibited by law.
- C. Additional meal time may be provided to employees if required by state law.
- D. Within ninety (90) days following ratification, staff in 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 the local management and 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. SPC Oversight

- A. The parties agree to have the SPC review the meal break and rest periods processes on an annual basis.

American Red Cross:

 5/13/24  
Ken Hurley, Chief Negotiator      Date

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## TENTATIVE AGREEMENT

### Article 9. Staffing

Replace "MUA" with "Collections Tech I" throughout the Addendum.

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

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

Section 2. No bargaining unit employee shall perform any regulated function unless he or she has successfully completed associated training. Additionally, to ensure the safety of staff and donors, if collection technicians trained as Charges or Power Red operators, and for MUAs cross-trained in phlebotomy or health history, have not performed associated tasks (health history, Whole Blood phlebotomy, Power Red Collections or drive supervisor) within the past six (6) months, then the Red Cross will conduct a periodic evaluation and shall provide refresher training as required. The Periodic Evaluation referenced above will be expanded to include all functions above and implemented within six (6) months of ratification. Red Cross will continue to perform Annual Competency Assessments (ACA) on all Collections staff annually. Periodic Evaluations conducted under this section shall only be used to ensure that the employee can successfully perform the associated task(s). An employee will not be disciplined for an unsuccessful Periodic Evaluation; however, Performance Management processes will be utilized if an employee cannot successfully complete retraining.

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

- a. Required for the training, retraining or coaching of bargaining unit employees;
- b. To provide bargaining unit personnel their breaks and lunches;
- c. As necessary for supervisors to remain current with regulatory requirements;
- d. To ensure proper donor customer service and maintain an orderly flow of production; or
- e. Due to unforeseen circumstances, donor surges, or in cases of emergency;
- f. If there is a belief that the spirit of this section is being violated, insofar as supervisors frequently being scheduled to staff drives, this issue should be reviewed in the schedule review process per Art. 10 sect. 3 and if not resolved it can be elevated through local and/or nationally established resolution processes, e.g. LMMs, SAG, NGC.

Section 4. Supply Chain, Manufacturing, IRL and ~~Hospital Services~~ Service Delivery/Distribution



A. Manufacturing, IRL and ~~Hospital Services~~ Service Delivery/Distribution 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 Service Delivery/Distribution ~~Hospital Services~~ to perform blood processing, preparation and distribution tasks for which they have successfully completed training.
3. The Employer and Local Union will negotiate any appropriate base wage increase related to the additional duties discussed in this Section.
4. There shall be no cross training in Supply Chain / Manufacturing outside the Coalition of American Red Cross Unions. 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~~ Service Delivery/Distribution and Manufacturing
  - c. There will be no cross training for 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.
1. If any significant operational changes are made to the Drive Management S.O.P, the Red Cross will notify the Coalition and local union leadership before implementation in accordance with Article 22. The SOP is 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 volunteer, etc. All staff will be scheduled in accordance with local agreements.
4. The Red Cross and Local Union may, upon mutual agreement maintain a JLT subcommittee to jointly assess Production Planning decision-making (e.g., staffing, new hires, OJI and Charge roles, etc.). The sub-committee will make recommendations to the JLT and SPC for implementation that will provide adequate staffing to efficiently and safely collect blood products based on the hours of operation and anticipated presenting donors, including prescheduled donors (online or other) and

walk-ins, and to provide clinical services. The staffing matrix shall define the minimum number of staff per job function needed at each drive.

5. 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.
6. 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, A4 and A5 above.
7. 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 that are stipulated in Section 2.
8. 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) 5 above.
9. 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.
10. 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 fully cross trained in all tasks, designated and assigned as Drivers for the Region shall receive a driver premium per Appendix B. ~~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 CTH position are not eligible for the driver premium and shall receive the appropriate base wage increase negotiated between the Employer and Local Union. CDL drivers are not eligible for the driver premium. The premium shall be implemented upon the latter of April 1, 2019 or six (6) months post ratification of the National Addendum.~~
- h. ARC shall designate the number of Collections Staff Drivers based on need. Once determined, the positions shall be filled first by volunteers using seniority order. If, however, there is an insufficient number of volunteers to fill the designated slots, ARC shall attempt to fill the slots with new hires. If there is an insufficient number of new hires, then bargaining unit employees shall be selected in reverse order of seniority. As new hires complete cross-training for driving, then they will replace current employees with a date of hire prior to January 1, 2016, who were previously required to drive. Individuals who volunteered to drive, may continue to drive under this process.
- i. In multi-union locations, Collections Technicians trained to drive will not be scheduled as Drivers unless there is a shortage.

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

A. Mobile Unit Assistants (MUA), Collection Material Coordinator, Supply Clerk and Loader/Packers (or equivalent job titles) staffing levels will be determined as follows:

1. MUAs will be scheduled for blood drives according to the staffing matrix based on the anticipated presenting donors for the blood drive.
2. MUAs, Collection Material Coordinators, Supply Clerks and Packer/Loaders (or their equivalent titles) may be assisted by other Collections staff in the staging of equipment, setting up and tearing down of the blood drive and in processing blood units collected. Although it is the primary duty of the driver to load and unload the vehicle, current Collections staff may need to assist in the loading and unloading of equipment where there is an insufficient number of drivers available and to the extent necessary. Current Collections staff may not be able to assist in situations where there are physical, worksite, and equipment limitations.
3. An MUA (or equivalent job titles) may be cross-trained, to perform blood collection functions such as, but not limited to, health history, phlebotomy, disengagement, donor care, blood processing.
4. Should an MUA, Collection Material Coordinator, Supply Clerk, Loader/Packer have work restrictions that preclude them from being able to load or unload a truck, such employee will not be assigned as part of blood Collections staff.
5. In cases where sites have additional obstacles, the Red Cross may assign additional staff to assist in, or may extend the time for, the set up and break down. The following are examples of obstacles included, but are not limited to:
  - a. where there are greater than five (5) steps to entry;
  - b. walking distances of ¼ mile or greater to set up;
  - c. relocation of a site during the drive (this would only extend time and not require additional staff).
6. The Employer and Local Union will negotiate any appropriate base wage increase related to the additional duties discussed in this Section.

#### Section 7. MUA Cross-training

A. ~~As MUA cross training is initiated at each location, the training program will be offered first to those MUAs who volunteer for such training with the most senior being trained first and proceeding down the volunteer list by seniority. Once all MUAs who volunteered for training have completed training, the next phase of cross training will be mandatory and will be done in inverse seniority order. Once an MUA has successfully completed training, the MUA will be converted to the Collection Tech II job classification and will receive a one time lump sum bonus of one hundred dollars (\$100). The Employer and Local Union will negotiate any appropriate base wage increase as follows:~~

- ~~(1) Upon completion of the MUA cross training, the MUAs shall receive the greater of the following two alternatives: a) MUAs move to the CTH 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 CTH 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 Technicians who can drive.~~
- D. The Red Cross retains its right to continue ~~launch~~ MUA CTI 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, the affected bargaining unit(s) and the appropriate Joint Labor-Management Committee. Nothing in this Article shall constitute a waiver of the union's right to bargain over the effects of using volunteers.

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

~~A side letter will be entered into for the SPC to meet and discuss the MUA cross training issues in light of the recent departure of the IBT from the Coalition.~~

American Red Cross:

Coalition of American Red Cross Unions:

 11/18/24  
Ken Hurley, Chief Negotiator Date

 11/18/24  
Raven L. Hall, Chief Negotiator Date



## TENTATIVE AGREEMENT

### Article 10: Staff Scheduling

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

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

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

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

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

When an employee's schedule is changed the day of, management will make its best effort 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 and may use PTO or floating holidays or LWOP, where applicable, for those hours. However, any hours refused by the employee shall count against any guaranteed hours calculation in the local contract.

No later than 60 days after ratification, any local union wishing to adopt the above process shall notify the Red Cross in writing and said process will be implemented when feasible. If this process is not timely adopted, then the local agreement will control. Once adopted, the process will continue until the parties agree otherwise. This provision does not apply to employees assigned to a float, on-call or "to be assigned" pool.

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

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

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

B. The Red Cross will make its best efforts to ensure that a minimum of ten (10) hours has elapsed, since the employee's last compensable work for the Red Cross, and the start of the employee's next shift. In the event the employee is required to work within this ten (10) hour turnaround time, the employee will receive \$50. However, in lieu of the penalty pay, the employee may request to arrive late to their next assignment in order to have a full ten (10) hours between shifts. This request shall not be unreasonably denied. If the time between shifts is nine (9) 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. This paragraph does not apply to multiple assignments within a single shift.

C. The Employer will make its best effort to avoid extending both fixed sites and mobile drives beyond the staff's scheduled end time.

1. For mobiles, 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 Integrated and Apheresis 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. Select the latest appointment time from the procedures listed under 2(a) as the Last App End Target Time;



- c. Add the appropriate duration in minutes per procedure to the last appointment end time to arrive at expected Appt end time;
    - 1. Apheresis = 180
    - 2. Double Red = 75
    - 3. Whole Blood = 45
    - 4. AB Plasma = 80
  - d. Identify the last phlebotomy/bag & tube scan (donor disconnect) at the drive;
  - e. Compare the time stamps between procedure type and your scheduled end time;
  - 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 and integrated Apheresis fixed sites, if either party identifies late end drives as a recurring issue at a fixed site and integrated Apheresis 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 and integrated Apheresis fixed site locations in accordance with this Article. The Red Cross will develop and collect data related to fixed site late ends within four (4) months of ratification, and present that data to the SPC on a regular basis. The SPC will work with the Fixed Site Task Force and produce a formal recommendation.
- D. During normal business operations the following procedures shall apply. For mobile drives, if, within the last fifteen (15) minutes, all appointment slots are filled, no walk-in donors will be accepted. If, within the last fifteen (15) minutes, there are open appointment slots, walk-in donors will be accepted.

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

- E. The Red Cross shall notify the Coalition and all Local unions of the start and projected end dates of any "appeal" for blood or any "urgent need" that it announces to the public.
- F. ~~The sooner of June 30, 2023, or the implementation of BSF, if~~ 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 pm to 6:00 pm, the last whole blood donor appointment slot will be 5:45pm. ~~This paragraph shall not interfere with Regions where this practice is already in effect, nor shall it limit a local union and the Region from negotiating and adopting this provision prior to the dates above.~~

American Red Cross:

Coalition of American Red Cross Unions:

 11/18/24  
Ken Hurley, Chief Negotiator Date

 11-19-24  
Raven L. Hall, Chief Negotiator Date

## TENTATIVE AGREEMENT

### Article 11. Donor Recruitment Account Managers

Section 1. Account Manager Incentive Program. All Donor Recruitment Account Managers ("Account Managers") will participate in the Red Cross National Donor Recruitment Incentive Program. Prior to making changes to the design of the Incentive Program that are not de minimis, the Employer shall notify the Coalition and provide the Coalition 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 Team for circumstances or events outside of their control. The Employer commits to reviewing such situations and determining appropriate course of action. The employer will provide the Coalition with the opportunity to meet and confer on any changes to the goal setting process.

Section 3. The Employer and the Coalition shall designate an individual from each party to serve as the chief spokesperson in addressing incentive plan issues. The Red Cross will provide a thirty (30) day notification to the Coalition and the impacted Local unions prior to implementing changes to the incentive plan administration. Following notification, the Employer will facilitate a review session and provide a thirty (30) calendar day period for the Coalition to compile and submit concerns or issues. The Employer commits to reviewing such situations and determining appropriate course of action as may be necessary.

Section ~~43~~. New Hire rates in each local agreement shall be modified to provide a minimum rate for Account Managers that represents a base rate of ninety percent (90%) of the market, that varies by geography, and shall be updated annually in accordance with Article 13 (regarding new hire rates), for Account Managers in each classification. ~~The parties reviewed the current base salary and the historical incentive payouts for each Account Manager in each classification for fiscal years 2017, 2018, 2019 and 2020.~~

### Section ~~54~~. Mileage and Expense Reimbursement

- A. Account Managers will utilize their personal vehicles for business related travel and be reimbursed at the prevailing IRS rate ~~of forty-five cents (\$.45)~~ per mile per the Staff Expense Reimbursement Policy and Procedure Manual for each mile in excess of the first twenty (20) miles per day.
- B. 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 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 ~~65~~. 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 no later than thirty (30) days after the expense reimbursement request is submitted.



American Red Cross:

Ken Hurley, Chief Negotiator

Date

Coalition of American Red Cross Unions:

Raven L. Hall, Chief Negotiator

Date

## TENTATIVE AGREEMENT

### 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; employees can also purchase approved fleece coats and scrub jackets. 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 \$141.00 ~~110.00~~ per year credit (approx. 5 sets ~~4 sets~~ of scrubs) and employees who work less than 20 hours per week will receive \$87.00 ~~58.00~~ per year credit (approx. 3 ~~2~~ sets of scrubs) annual uniform allowance. Credit amounts can be applied to any applicable shipping fees and taxes.

~~The SPC shall establish a sub-committee to evaluate the style, quality, assortment of sizes and cost of uniforms. The work of the sub-committee will be used before the RFP process in the selection of a vendor before the June 2022 expiration of the current vendor contract.~~

~~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.

American Red Cross:

 6/12/24

Ken Hurley, Chief Negotiator      Date

Coalition of American Red Cross Unions:

 6/11/2024

Raven L. Hall, Chief Negotiator      Date

## TENTATIVE AGREEMENT

### ARTICLE 13. COMPENSATION

Section 1. Wage Increases. The Red Cross shall provide a lump sum ratification payment to active bargaining unit employees as of the date of ratification, of \$1200 for full time employees and \$450 for part time employees effective the second full pay period following ratification provided the agreement is ratified no later than January 31, 2025. of \$1350 for full time employees, and \$500 for part time employees, effective the second full pay period following ratification. Lump sum payments will not be made to terminated employees.

Section 2. Bargaining unit employees covered by this National Addendum shall receive a four percent (4%) across the board (ATB) raise effective the first full pay period after December 31, 2024. In the event the agreement is ratified on a date that administratively prohibits the ATB increase to be implemented in the first full pay period after December 31, 2024, the Red Cross shall have two full pay periods post ratification to implement the ATB increase.

Section 3. Bargaining unit employees covered by this National Addendum with seven (7) or more years of continuous service as of December 31, 2024 shall receive two percent (2%) increase across the board (ATB) in addition to the four percent (4%) increase referenced in Section 2 above. These increases shall be implemented with the 4% ATB increases per Section 2 above and will only occur during the first year of the contract. The Red Cross will provide the Local Union with a list of bargaining unit employees who received the continuous service increase by February 1, 2025.

Section 4. Bargaining unit employees covered by this National Addendum shall receive a three percent (3%) across the board (ATB) raise effective the first full pay period after December 31, 2025, and December 31, 2026, and a four percent (4%) across the board (ATB) raise effective the first full pay period after December 31, 2027. Within ninety (90) days following ratification, Effective March 1, 2025, the starting rate for all contracts shall be sixteen fifteen (\$165.00) dollars per hour. Any local contract with a higher starting rate shall be honored. The Red Cross will provide a lump sum payment of \$365 for full time employees and \$200 for part time employees, effective the first full pay period after September 30, 2024.

Section ~~5~~3. All other base wage rate increases not addressed herein (including but not limited to new classification salary, hiring rates, progression scales, salary ranges, market driven increases) shall be addressed at the local level by and between the respective Local Union and the Employer.

Section 6. All start rates shall increase two percent (2%) effective the first full pay period following implementation of the ATB increases in Section 2-4 above. The Red Cross regularly conducts will conduct compensation studies to assess market rates in its regions. This does not waive the local union's right to request a wage study be completed in a certain area. 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 SPC 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 local union(s) and shall also be provided to the local union(s)'s representative on the SPC, who may make recommendations to the local union(s). This does not waive the Local Union's right to bargain any recommended changes.



Section 75. Notwithstanding salary caps or maximums contained in the Local Agreements, each member of the bargaining unit shall receive all raises as described above.

American Red Cross:

 11/18/24  
Ken Hurley, Chief Negotiator      Date

Coalition of American Red Cross Unions:

 11/18/24  
Raven L. Hall, Chief Negotiator      Date

## TENTATIVE AGREEMENT

### 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 four (4) ten-hour day schedules (e.g., Apheresis sites) shall receive ten (10) hours of holiday pay for Core Holidays identified in Section 1 above. This also applies when their schedule may be temporarily modified to accommodate training schedules.

Bargaining Unit employees who are permanently assigned 3 twelve-hour day schedules (e.g., Baylor schedule) shall receive twelve (12) hours of holiday pay for Core Holidays identified in Section 1 above. This also applies when their schedule may be temporarily modified to accommodate training schedules.

- 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 (1½) the regular rate of pay for hours worked on ~~either~~ both the actual calendar holiday ~~or~~ and on the observed holiday.



- F. ~~If an employee works both the observed and actual calendar holiday, the employee receives one and one half times (1½) 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. In addition, if an employee is scheduled to work on the actual or observed holiday, the employee must work as scheduled in order to receive holiday pay.~~
- 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.
- I. If an employee works on December 25<sup>th</sup>, the employee will receive two (2) times the regular rate of pay for hours worked on that day.

### Section 3. Floating Holidays

- A. Employees will receive 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 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). The five (5) floating holidays will be equivalent to forty (40) hours.

Effective July 1, 2025, PTO eligible employees will receive two (2) floating holidays on July 1 for use by June 30, and three (3) floating holidays on January 1 for use by June 30.

- 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. Effective July 1, 2025, floating holidays will expire after June 30 each year. 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 to 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. Employees on a 4/10 schedule may use floating holidays in one-hour increments up to a maximum of 10 hours per day.
- 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.

American Red Cross:

  
Ken Hurley, Chief Negotiator

11/18/24  
Date

Coalition of American Red Cross Unions:

  
Raven L. Hall, Chief Negotiator

10/28/2024  
Date



## TENTATIVE AGREEMENT

### 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 dollars (\$100) ~~twenty dollars (\$20)~~ 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.

American Red Cross:

 6/12/24  
Ken Hurley, Chief Negotiator      Date

Coalition of American Red Cross Unions:

 6/11/2024  
Raven L. Hall, Chief Negotiator      Date

# TENTATIVE AGREEMENT

## ARTICLE 18. Safety and Health

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

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

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

Section 3. An employee acting in good faith has the right to refuse to work under conditions that the employee reasonably believes present an imminent danger or serious harm as defined by OSHA. The Employer shall not discipline or discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested that the Employer correct the hazardous conditions, but the conditions are not corrected, and the danger was one that a reasonable person under the circumstances would conclude is an imminent danger or serious harm as defined by OSHA. An employee who has refused in good faith to perform assigned tasks shall retain the right to continued employment and receive full compensation for the tasks that would have been performed.

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

### Section 5. Workplace Safety in Emergency Situations

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

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

**B. Regular maintenance of Red Cross vehicles are performed according to OEM recommendations and the Fleet Manual located on the Red Cross Intranet site. When employees become aware of fleet maintenance and/or safety issues, the employee should bring such concerns to management's**



**attention immediately and submit a Driver Vehicle Inspection Report (DVIR) Form. When fleet maintenance concerns reasonably necessitate a review, the local parties will meet with the relevant fleet management personnel for purposes of discussing all concerns, including any potential actions to resolve said concerns to ensure the safety of employees.**

**Section 6.** Personal protective clothing and equipment as defined by OSHA shall be furnished and maintained by the Employer without cost to employees whenever such equipment is required as a condition of employment or is required by OSHA, 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.

**Local unions or employees may request non-PPE items (e.g., raincoats, work gloves, etc.) for performance of job duties.**

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

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

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

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

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

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

**Section 13.** 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 14. 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 de minimis 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 local safety committees 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 local safety committees towards eliminating steps at any drives by evaluating stairs and reported hazards due to stairs. The local safety committee 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.

American Red Cross:

 6/14/24  
Ken Hurley, Chief Negotiator Date

Coalition of American Red Cross Unions:

 6/13/2024  
Raven L. Hall, Chief Negotiator Date



## TENTATIVE AGREEMENT

### ARTICLE 19. HEALTHCARE

Section 1. Bargaining unit employees are eligible for healthcare benefits following eight (8) weeks of service, and will be provided coverage, which includes medical, dental, vision, prescription drug, and life insurance benefits for the duration of this contract through the United Steelworkers "Coalition Plan", unless employees opt out pursuant to this Article. The benefits are collectively referred to as the "healthcare" benefits.

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

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 are in compliance with current or future requirements under the ACA or applicable laws. No Employer premium payments shall be required for employees who opt out of healthcare coverage.

#### Section 2. Annual Healthcare Cost Changes

- Effective January 1, 2025, the cost share of the total monthly premium between employer and full-time employee for single coverage shall be 94% employer/6% employee and 80% employer /20% employee for part-time employees. The cost share for coverage that includes dependents shall be 83% employer/17% employee for full-time employees and 63% employer/37% employee for part-time employees.
- Effective January 1, 2026, the cost share for single coverage shall be 93% employer/7% employee for full-time employees and 78% employer/22% employee for part-time employees. The cost share for coverage that includes dependents shall be 82% employer/18% employee for full-time employees and 62% employer/38% employee for part-time employees.
- Effective January 1, 2027, the cost share for single coverage shall be 92% employer/8% employee for full-time employees and 76 employer/24% employee for part-time employees. The cost share for coverage that includes dependents shall be 81% employer/19% employee for full-time employees and 61% employer/39% employee for part-time employees.
- Effective January 1, 2028, the cost share for single coverage shall be 90% employer/10% employee for full-time employees and 74% employer/26% employee for part-time employees. The cost share for coverage that includes dependents shall be 80% employer/20% employee for full-time employees and 60% employer/40% employee for part-time employees.
- Should the total premium increase exceed 6% for 2027 or 2028, either party may reopen the contract for the limited purpose of negotiating healthcare increases and/or benefit plan design. Such reopener can be effectuated by written notice to the other party within 15 calendar days following formal notice of the rate increases.

#### Section 3. Additional Benefits provided directly by the Red Cross include:



A. Short-term disability will be provided at no cost to employees working a minimum of ~~30~~ 35 (thirty-five) regularly scheduled hours per week. For an approved disability, the plan pays 60% of base wages for up to 26 weeks including a one-week elimination period where no benefit is paid. The current maximum weekly benefit is ~~\$1,730~~ \$2,307.

The Short-term Disability Benefits will be provided pursuant to the terms of the applicable Red Cross plan documents and administered by the Red Cross. The terms of the benefit plans shall govern the benefits applicable to covered employees, including any changes made to the terms of the plans that apply to all participants.

B. The Basic Life Insurance benefit and Accidental Death and Dismemberment benefit for bargaining unit employees shall be \$40,000; \$4000 for spouse; \$2000 for children 6 months – 26 years old; and \$1000 for children live birth to 6 months provided by the Coalition Plan \$40,000.

~~C.~~ Red Cross shall provide bargaining unit employees with the option to supplement their life insurance by electing up to five (5) times their annual base pay, subject to carrier underwriting rules.

~~C.D.~~ Red Cross shall provide bargaining unit employees with the option to purchase a Long-Term Disability benefit, subject to carrier underwriting rules.

~~D. E.~~ Employees will also be able to purchase Aflac Group Accident Insurance and Critical Illness Insurance policies through the Red Cross Voluntary Benefits program. Employees pay the full cost for any optional insurance they select. The Red Cross agrees to provide the Coalition with available HIPPA compliant information that would facilitate obtaining quotes for any line of coverage, including but not limited to census and de-identified disability claims data. The Coalition agrees to facilitate the Red Cross periodically obtaining HIPPA compliant claims and utilization data from the United Steelworkers Health and Welfare Fund.

Section 4 ~~7.~~ Employees currently with a Healthcare Spending Account (HSA) balance may maintain their current funds and such funds will remain available for their use until they are exhausted. Employees may contribute to a Healthcare Flexible Spending Account and/or a Dependent Care Flexible Spending Account. The Red Cross does not administer or have any responsibility for these accounts.

Section 5 ~~8.~~ Any employee healthcare deductions in arrears are recouped via one (1) current plus one (1) missed deduction per paycheck, until caught up, subject to applicable law.

~~Section 1. Bargaining unit employees with eight (8) weeks or more of service will be provided coverage through the "Full Coverage" Team Care Plan ("Team Care"), which includes dental, vision, life, short term disability, medical and prescription drug benefits through December 31, 2022. The plan description for 2022 shall be the plan referenced in Appendix C to this National Addendum, including the employer and employee contribution rates.~~

~~Any bargaining unit employee hired before November 1, 2022, shall enroll in TeamCare coverage unless the employee opts out of coverage. Effective, November 1, 2022, all new hire employees will have the option of enrolling in health coverage with the Coalition Plan described below after the eligibility period.~~

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

~~Section 2. Beginning January 1, 2023, bargaining unit employees will be provided coverage, which includes medical, dental, vision, prescription drug, and life insurance benefits for the duration of this contract through the United Steelworkers "Coalition Plan", unless employees opt out pursuant to this Article. The benefits are collectively referred to as the "healthcare" benefits.~~

~~The Short-term Disability Benefits will be provided pursuant to the terms of the applicable Red Cross plan documents and administered by the Red Cross. The terms of the benefit plans shall govern the benefits applicable to covered employees, including any changes made to the terms of the plans that apply to all participants.~~

~~The Red Cross agrees to provide the Coalition with available HIPPA-compliant information that would facilitate obtaining quotes for any line of coverage, including but not limited to census and de-identified claims data. The Coalition agrees to facilitate the Red Cross periodically obtaining HIPPA-compliant claims and utilization data from the United Steelworkers Health and Welfare Fund.~~

~~Section 3. Employer and employee premium contribution rates for the Coalition Plan for each plan and coverage tier applicable to the 2023 calendar year are shown in Appendix C.1. Agreement on these rates reflects a one-half month premium credit provided by the Coalition Plan towards the employer contributions for 2023.~~

~~Section 4. For calendar year 2024, the United Steelworkers Health and Welfare Fund will provide the Coalition Executive Board (CEB), Senior Partnership Committee (SPC), and Red Cross with the Renewal Rates for the Coalition Plan by September 15, 2023. The Renewal Rates received in September are based on plan design at the time the renewal is offered with no plan design changes.~~

~~The Coalition reserves the right to unilaterally make plan design changes and/or introduce health plan care management programs. The CEB will provide written notice to Red Cross by October 31, 2023, with respect to any plan design changes. The USW Health and Welfare Fund will provide the CEB, SPC, and the Red Cross with the Final Renewal Rates that incorporate these changes. If the CEB fails to provide notice of plan design changes by October 31, 2023, then the Renewal Rates received in September will become the Final Renewal Rates and the employee premium contribution rates will be adjusted to cover the difference between the agreed-upon employer premium contribution rates on Appendix C.2 and Appendix C.3, as applicable, and the Final Renewal Rates.~~



~~The actual employer and employee contribution rates for 2024 for the Coalition Plan shall be calculated as follows:-~~

~~1. Employer premium contribution rates. The employer contribution rates for January 1, 2024, through December 28, 2024, shall be the amounts shown on Appendix C.2. Agreement on these rates reflects a one-half month premium credit provided by the Coalition Plan towards the employer contributions for 2024. The employer contribution rates effective on December 29, 2024, shall be the amounts shown on Appendix C.3, absent a Successor Agreement. These dates apply only to premium contribution rates and have no bearing on the plan year during which healthcare coverage is in effect.~~

~~2. Employee premium contribution rates. Employee contribution rates for January 1, 2024, through December 28, 2024, are defined as the difference between the Final Renewal Rates and the employer premium contribution rates shown on Appendix C.2. Employee contribution rates beginning December 29, 2024, are defined as the difference between the Final Renewal Rates and the employer premium contribution rates shown on Appendix C.3, absent a Successor Agreement. These dates apply only to premium contribution rates and have no bearing on the plan year during which healthcare coverage is in effect.~~

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

~~Section 6. 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 applicable 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.~~

American Red Cross:

 11/18/24  
Ken Hurley, Chief Negotiator Date

Coalition of American Red Cross Unions:

 11/18/24  
Raven L. Hall, Chief Negotiator Date



## TENTATIVE AGREEMENT

### Article 21. Retirement

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 6% 4% of the employee's salary, and the effective date will be no later than 90 days following ratification.

~~Section 3. The Union Coalition and the Red Cross have established a joint committee to identify and discuss future retirement plan options, including but not limited to 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 34. Effective January 1, 2025~~3~~, new hire employees shall be auto-enrolled into the Red Cross Savings Plan at a 6% 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.

American Red Cross:

 11/18/24  
Ken Hurley, Chief Negotiator      Date

Coalition of American Red Cross Unions:

 11/18/24  
Raven L. Hall, Chief Negotiator      Date

## TENTATIVE AGREEMENT

### Article 23. National Grievance and Arbitration Procedure

#### Section 1. Definition

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

#### Section 2. Procedure

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

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

#### Section 3. Arbitration

A. If the National Grievance Committee cannot reach a majority decision and is deadlocked, the Local Union or Employer may refer the matter to the neutral arbitrator who shall make the decision. The arbitrator shall issue a concise decision on the underlying grievance by bench decision unless otherwise agreed to by the parties.

B. The fees and expenses of the arbitrator, as well as hearing room and transcript costs, shall be borne equally by the parties. Each party shall be responsible for any costs associated with their representatives.

~~C. The parties shall 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 local parties will make a written request to the National Office of the American Arbitration Association to provide the parties a list of ~~fifteen (15)~~ seven (7) NAA-certified, or Federal Mediation and Conciliation Service (FMCS) arbitrators, national in scope;
2. within ten (10) days of receiving the AAA list, the ~~head of the Coalition~~ Local Union leader or designee and the Vice President of Labor Relations of the American Red Cross, or their designated representatives, shall strike three (3) arbitrators by alternating turns. The parties shall determine who goes first by flipping a coin. The remaining arbitrator shall be selected for the hearing. 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 a 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 a



~~mutually agreed location. 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.~~

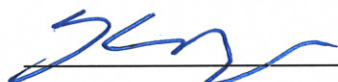
#### Section 5. Time Limit for Filing

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

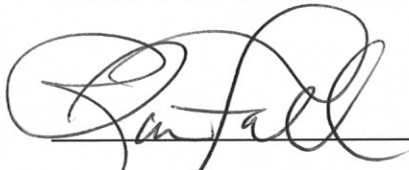
#### Section 6. Authority of the Arbitrator

The decision of the arbitrator on any matter which shall have been submitted in accordance with the provisions of this National 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.

American Red Cross:

  
Ken Hurley, Chief Negotiator      5/13/24  
Date

Coalition of American Red Cross Unions:

  
Raven L. Hall, Chief Negotiator      5/13/2024  
Date



## TENTATIVE AGREEMENT

### 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 Addendum and Local Agreements shall remain in full force and effect through December 31, 2028~~4~~, which shall be the contracts' expiration date. These agreements shall then renew themselves from year to year unless either party to the Agreement provides written notice to the other party at least sixty (60) days prior to the expiration of this Agreement of a desire to change, amend, or terminate these Agreements.

#### Section 2. Practices

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

#### Section 3. Ratification

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

#### B. First Contracts.

(1) Local Unions that have yet to negotiate first contracts will vote to ratify the National Addendum. If ratified, the National Addendum shall apply to those bargaining unit employees immediately. Thereafter, the Local Parties will meet to negotiate their First Local Collective Bargaining Agreements by February 28, 2025~~October 1, 2021~~. The local parties shall negotiate terms and conditions of employment consistent with the National Addendum, and ratify their Local Agreements in accordance with their bylaws and constitution.

(2) For those Coalition Unions whose Constitution allows newly-organized bargaining units to become covered by the National Addendum without an individual ratification vote by the bargaining unit, the Employer agrees that it will use its best efforts to implement the National Addendum as soon as practicable after the date the election results are certified, but in no event, shall that be later than the first of the month following sixty (60) days after election results are certified. New bargaining unit employees ~~hired before November 1, 2022, still~~ will be eligible to receive USW Fund Team Care on the first of the month after eight (8) weeks from the date of certification. ~~New bargaining unit employees hired on or after November 1, 2022, will be eligible to receive Coalition Healthcare on the first of the month after eight (8) weeks from the date of certification.~~

American Red Cross:

Coalition of American Red Cross Unions:

 11/18/24

 11-19-24



Ken Hurley, Chief Negotiator      Date

Raven L. Hall, Chief Negotiator      Date



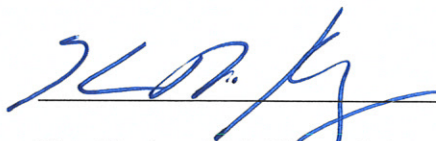


## TENTATIVE AGREEMENT


### APPENDIX A – LIST OF COALITION UNIONS

AFSCME Council 31, Local 2691 AFSCME Local 1199DC NUHHCE AFSCME Local 1205  
AFSCME Local 1558  
AFSCME Local 3145  
AFSCME Local 3652 NUHHCE AFSCME Local 3931  
AFT - Local 5103 HPAAE  
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  
CWA Local 2204  
IBEW Local 2326  
IUOE Local 542  
OPEIU Local 459  
SEIU Healthcare Michigan  
SEIU Local 1199 UHE-Mass.  
SEIU District 1199 WKO  
SEIU Local 1989  
SEIU Local 721  
SEIU Local 221  
Steelworkers Local 254  
Steelworkers Local 9287  
UAW Local 2322  
UAW Local 771  
UFCW Local 1059  
UFCW Local 75

American Red Cross:

 4/11/24  
Ken Hurley, Chief Negotiator Date

Coalition of American Red Cross Unions:

 4/11/2024  
Raven L. Hall, Chief Negotiator Date

## TENTATIVE AGREEMENT

### APPENDIX B. PREMIUM RATES

(All Changes shall be made on or before the second full pay period ~~within 90 days~~ following ratification)

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. Standard Shift Differentials are applied to the following job families: Planning & Scheduling, Compliance, Document Management, Equipment Management, General Facilities, Inventory Management
- c. Time paid and not worked ~~Unpaid time~~ (such as PTO, Floating Holiday, Guaranteed Hours) does not receive shift differential.
- d. Part-time and full-time staff are eligible for shift differentials. No variation in premiums due to geographic location.
- e. Employees require supervisor approval to work beyond their scheduled shift.
- f. 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
1 <sup>st</sup> Shift: 6a-6p	Base pay
2 <sup>nd</sup> Shift: 6p-midnight	\$1.75 <u>2.00</u> /hour
3 <sup>rd</sup> Shift: midnight-6a	\$2.25 <u>2.50</u> /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 Service Delivery Testing, IRL/Therapeutic Apheresis – *Weekend premiums begin Friday at 11pm*

Table 14.2

	<b>Manufacturing &amp; Service Delivery</b>		<b>IRL/Therapeutic Apheresis</b>	
<b>Shift</b>	<b>M-F</b>	<b>Wknd</b>	<b>M-F</b>	<b>Weekend</b>
<b>7a-3p</b>	Base pay	<del>\$1.25</del> 2.00/hour	<del>Base pay</del>	<del>\$2.00</del> 4.00
<b>3p-11p</b>	<del>\$1.75</del> 2.25/hour	<del>\$2.75</del> 3.50/hour	<del>\$2.00</del> 3.50	<del>\$3.00</del> 5.00
<b>11p-7a</b>	<del>\$2.25</del> 3.00/hour	<del>\$3.25</del> 5.00/hour	<del>\$3.00</del> 4.50	<del>\$4.00</del> 6.00

- ii. ~~IRL/Therapeutic Apheresis~~, Telerecruitment, Collections – ~~Standard~~ *Weekend premiums begin Friday at 6pm*

Table 14.3

	<b>Telerecruitment</b>		<b>Collections</b>		
<b>Shift</b>	<b>M-F</b>	<b>Wknd</b>	<b>Shift</b>	<b>M-F</b>	<b>Wknd</b>
6a-6p	Base pay	\$2.00	6a-6p	Base pay	<del>\$1.25</del> 1.50
6p-6a	\$2.00	\$2.00	6p-6a	<del>\$1.75</del> 2.00	<del>\$2.50</del> 2.75
12a-6a	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. Standard Weekend premiums begin Friday at 6pm and ends Monday at 6am

Table 14.4

Standard Weekend Premiums	
Shift	Weekend
1 <sup>st</sup> Shift: 6a-6p	<del>\$1.25</del> <u>1.50</u> /hour
2 <sup>nd</sup> Shift: 6p-midnight	<del>\$2.00</del> <u>2.25</u> /hour
3 <sup>rd</sup> Shift: midnight-6a	<del>\$2.50</del> <u>2.75</u> /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.~~

Baylor employees are defined as working (3) 12-hour shifts: Saturday, Sunday and one (1) day during the week. Baylor employees who work 36 hours will be paid for 40 hours (a guaranteed four (4) hours paid).

Employees must physically work 36 hours to receive the four (4) guaranteed hours. The guaranteed hours do not count towards hours worked in calculating overtime.

The four (4) guaranteed hours will not be reduced should the employee work more than 36 hours.

All hours worked and the four (4) guaranteed hours will be paid at the applicable weekend premium rate.

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

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

*Table 14.5*

	Monday-Thursday	Friday, Saturday, Sunday and Holiday
Standard	<del>\$10</del> <u>20</u> /day	<del>\$15</del> <u>25</u> /day
IRL /Therapeutic Apheresis	<del>\$2.25</del> <u>3.25</u> /hour	<del>\$2.75</del> <u>3.75</u> /hour
IRL Reviewers	<del>\$1.50</del> /hour	<del>\$2.00</del> /hour

\* *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.
  - b. Therapeutic Apheresis –
    1. 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.
    2. Prep work and consults are at straight time rate up to 40 hours worked in a pay week. Standard overtime rules apply.
    3. 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)
    4. Require staff to IVR or online punch weekly work to track time taking calls, time traveling and time working



Table 14.6

	Minimum	Parameters
<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 <del>1.5x</del> 2x <u>base hourly rate</u> . No shift premiums are applied to Call In.

5. Skill-Based Premiums (All changes shall be made on or before the second full pay period ~~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~~ 3.00 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. Any existing Charge who has this premium baked into the base rate will receive a \$0.50/hour base wage rate increase prior to the application of the 2024 base ATB wage increase.
- 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).
  - i. Employees performing the trainer function as described above will be compensated at the rate of an additional ~~\$2.00~~ 3.00/hr., and will apply to all hours an employee works on that day. Trainer differential will be paid in addition to any shift or weekend differentials.

d. 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).

i. Employees performing the OJI function as described above will be compensated with an additional ~~\$2.00~~ 3.00/hr., and will apply to all hours an employee works on that day. OJI differential will be paid in addition to any shift or weekend differentials.

e. 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.

f. Driver: A driver premium of \$1.50 ~~0.75/hr~~ shall be provided to Collections Staff who drive to and from a blood drive. The premium shall apply to all hours an employee works on that day and according to Article 9, Section 5(A)10g.

g. ~~The Employer shall establish a new position classification,~~ Collection Specialist III (CSIII) shall receive an increase of with an additional \$2.50 \$5.00 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. Promotions to the CSIII position shall be voluntary. The Employer maintains the right to delay the release while it is replacing the employee seeking to step down, subject to the applicable local contract language.

- 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 5.00 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 equal to the difference between what was baked in and \$5.00 per hour, above their "baked in" wage rate, not to exceed \$2.50 per hour.
- Employees currently titled as CSIII shall receive an increase of \$2.50 per hour.
- Employees selected for CSIII classification shall not be entitled to receive any further premiums for Power Reds, Charge or OJI.

American Red Cross:

 11/18/24  
Ken Hurley, Chief Negotiator Date

Coalition of American Red Cross Unions:

 11/18/24  
Raven L. Hall, Chief Negotiator Date



## **TENTATIVE AGREEMENT**

### **Memorandum of Understanding No. 3 – Scheduling Advisory Group**

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

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

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

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

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

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

Section 4. The Red Cross commits to continuing the two (2) consecutive days off initiative for Collections staff through the work of the Scheduling Advisory Group (SAG). Within six (6) months of implementing this Agreement, the SAG will work collaboratively to assess and develop a plan for a pilot

related to two (2) consecutive days off for other bargaining unit employees, including but not limited to employees in Fixed Sites, Hospital Services, etc.

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

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

Section 6. Within twelve (12) months of the effective date of the National Addendum, the SAG and Red Cross will invest in a continuous evaluation of the following, with a commitment to establish appropriate structure, timelines and accountability to the Senior Partnership Committee (SPC) on a quarterly basis.

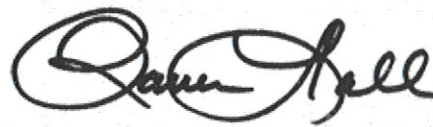
A. A continuous evaluation of the Collections training program, including the experience of both the OJI and the learner, as well as the impact on the mobile or fixed site operations and how OJIs and trainees are included in the staffing matrix.

B. Identify opportunities to improve mobile and integrated fixed site operations relative to staff capacity. This may include, but is not limited to, staffing process, work-force capacity, and employee call-outs.

American Red Cross:

  
Ken Hurley, Chief Negotiator      6/12/24  
Date

Coalition of American Red Cross Unions:

  
Raven L. Hall, Chief Negotiator      6/11/2024  
Date

<b>TENTATIVE AGREEMENT</b>
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**ESCALATION PROCESS MOU**

A. Collections escalation issue can be raised when an employee or Union believes that there are repeated or pattern violations of Red Cross's commitments under the National Addendum, typically at a local or regional level. All such issues shall be addressed in accordance with the procedures set forth in this MOU. As an organization committed to humanitarian principles, the Red Cross prioritizes the well-being of its employees and acknowledges the importance of work-life balance and predictable schedules.

B. Escalation issues include:

- Employees getting off at their scheduled end time.
- Adhering to the principles associated with At Drive Management.
- Ensuring employees receive a minimum of 10 hours rest between shifts.

C. The employee may escalate the issue to the Red Cross by using the following process:

1. The employee or designated union representative shall initially raise the issue through their local process which includes a meeting with the Regional Director or designee and the Local Union Representative that shall occur within seven (7) calendar days of the request for a meeting, or as mutually agreed upon.
2. If the parties are unable to resolve the issue within fourteen (14) calendar days after the meeting, then the employee or Local Union Representative shall complete and submit form XX via email. An employee may submit the form with a copy to their designated union representative or have their designated union representative submit the form on their behalf. The union may also submit a form on behalf of more than one employee.
3. The form shall include, at a minimum, the designated union representative and contact information, the date(s) of the incident(s), location of incident(s), brief description of the incident(s); name of team supervisor or Collection manager; and any potential remedy.
4. Within twenty-four (24) hours of submission, the Red Cross shall send an acknowledgment of receipt to the submitter(s).
5. Within fourteen (14) calendar days of receiving the form, the Red Cross shall complete its investigation and inform the employee(s) and designated union representative in writing of the findings and remedial action, if any.

If the Red Cross needs additional information to complete its investigation, it shall follow-up directly with the designated union representative. The parties may mutually agree to extend the deadlines in this MOU.

D. Participation in this process shall not preclude the employee from receiving penalty pay, and nothing in this process shall waive an employee's right to file a grievance.

E. Consistent with the Red Cross' Equal Employment Opportunity and Commitment to Diversity policy, the Red Cross does not tolerate intimidation, threats, coercion or retaliation against any person for making concerns known, and assisting in investigations. If an employee experiences an adverse employment action as a direct result of using this process, the employee should report such action immediately, which may include the local or national grievance process.



F. Each quarter, the Red Cross shall report to the Senior Partnership Committee the number of forms submitted under this section, type of incident, location and findings including any remedial actions taken.

American Red Cross:

Ken Hurley 9/30/24  
Ken Hurley, Chief Negotiator Date

Coalition of American Red Cross Unions:

Raven L. Hall 1/30/24  
Raven L. Hall, Chief Negotiator Date

<b>TENTATIVE AGREEMENT</b>
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**Memorandum of Agreement:**

**CONSISTENT HOURS FOR MOBILE AND FIXED SITE COLLECTIONS**

1. In an effort to ensure that full-time employees are receiving full-time hours as defined by their local agreements, the Red Cross will commit to an initiative that provides a minimum of thirty (30) paid hours per week for Bangor, Maine, Minnesota Region and the Alabama-Mississippi Region. The parties understand and agree that nothing in this Memorandum of Agreement is intended to supersede terms of any local agreements other than providing a minimum of thirty (30) paid hours per week for the three participating locations, for the duration of the initiative (i.e., February 1, 2025 through July 31, 2025), as defined herein.
2. The scheduling initiative applies to mobile and fixed site employees classified as regular full time and on active status.
3. The scheduling initiative process will start no later than January 1, 2025 for staff schedules effective February 1, 2025, and shall be for a duration of six (6) months concluding on July 31, 2025. This process will permit the Red Cross to evaluate the drive bookings, staffing capacity, and other factors in the area to determine solutions in order for staff to receive paid hours per the above.
4. The minimum of thirty (30) paid hours will not pertain to employees that call-out during the week, trade assignments that are not an even exchange, take unplanned leaves and absences, unpaid leaves or refuse shifts/reassignment.
5. The minimum of thirty (30) paid hours will also not pertain to inclement weather cancellations or sponsor cancellations; however, the Red Cross will make all attempts to reassign employees in the event of such a cancellation.
6. Holiday hours and paid non-worked hours will be included in the 30-hour calculation.
7. Employees may be assigned to work that is not within their normal duties (for example, warehouse) and may not refuse such assignment or if they choose to refuse assignment, they will forfeit the thirty (30) paid hours. Employees should be reassigned to tasks they are or could be trained to perform in Biomedical Services.
8. During the scheduling initiative the local management team and local union will establish a regular schedule review process, and the plan of review shall be submitted to the Senior Partnership Committee (SPC) within the first thirty (30) days of the initiative for review and feedback.
9. The local management and local union will review the monthly Consistent Hours Report, identify any issues and potential solutions, if needed, including addressing any local contract provisions that limit ARC's ability to provide thirty (30) minimum paid hours per week. At the conclusion of the initiative, best practices will be shared with the SPC.
10. At the conclusion of the scheduling initiative, the above-mentioned locations will continue to work between local management and union and escalate any issues through the formal Escalation Process.

11. All other locations experiencing systemic issues with not receiving full time pay may use the Escalation Process to address their issues.

American Red Cross:

  
Ken Hurley, Chief Negotiator      11/18/24  
Date

Coalition of American Red Cross Unions:

  
Raven L. Hall, Chief Negotiator      11/18/24  
Date



## **TENTATIVE AGREEMENT**

### **MOU re MONTHLY RETENTION BONUS PROGRAM**

#### **American Red Cross & The Coalition of Red Cross Unions**

~~This Memorandum of Understanding is by and between the American Red Cross and the Coalition of American Red Cross Unions, and the member unions thereof (jointly, the Parties):~~

~~The Parties seek to take actions to address the labor shortage currently facing the organization, and to encourage employee retention.~~

~~The Parties agree to the temporary special provisions below:~~

#### **A. Monthly Retention Bonus Periods**

~~This program shall begin on December 1, 2021 and continue through five (5) months, concluding April 30, 2022.~~

#### **B. Eligibility and Details of the Program**

~~The Red Cross will pay a \$200 retention bonus each month for eligible full-time employees that are in an active status for the entire month, and a \$100 retention bonus each month for eligible part-time (20 or more hours per week) employees that are in an active status for the entire month. Payments will be made on or before the second payroll cycle of the following month (e.g., the December monthly retention bonus will be paid on or before the second payroll cycle in January). Employees must be actively employed the entire eligibility month, and when processed for payment unless otherwise required by State law. In no case will an employee's monthly retention bonus exceed the allotted amount of this program. This shall include all other existing hiring/retention bonuses in effect.~~

~~**Eligible Employees:** Employees in the following job classifications and categories are eligible to receive the Monthly Retention Bonus:~~

- ~~• Donor Services — Collection Technician I; Collection Technician II; Collection Technician III; Collection Specialist I; Collection Specialist II; CMC; Instructor; Donor Center Coordinator.~~
- ~~• Supply Chain — Manufacturing Tech; Technologist; Lab Assistant; Inventory/Kitting/Warehouse; Distribution Driver/Tech; Courier; Reference Lab; HLA & NML Technologist.~~
- ~~• Hospital Services — Sales — Order Management Specialist I, Order Management Specialist II~~

~~**Ineligible Employees:** Certain conditions and employment categories are not eligible to receive the Monthly Retention Bonus:~~

- ~~• Any employees in job classifications or categories other than those identified above.~~
- ~~• Temporary, Part Time (less than 20 hours per week), and exempt employees.~~

- ~~Any employee who is in a leave of absence status for any portion of the eligibility month.~~
- ~~Any employee who is not in an eligible classification or category for the entire bonus month.~~

**C. Other:**

~~The Parties agree to address individual circumstances that may be unique and not specifically established under this program. Should such instances arise, the Employer commits to reviewing such situations and determining the appropriate course of action. Such appropriate course of action is the exclusive right of the Red Cross.~~

Signed this \_\_\_\_\_ day of December 2021:

On behalf of: \_\_\_\_\_ On behalf of:

Coalition of American Red Cross Unions: \_\_\_\_\_ American Red Cross:

\_\_\_\_\_  
 Marge Krueger, Coalition Co-Chairperson \_\_\_\_\_ David B. Gillis, VP of Labor  
 Relations  
 Communication Workers of America

American Red Cross:

 4/11/24

Ken Hurley, Chief Negotiator Date

Coalition of American Red Cross Unions:

 4/11/2024

Raven L. Hall, Chief Negotiator Date