

NATIONAL ADDENDUM

American National Red Cross

AND

Coalition of American

Red Cross Unions



JULY 31, 2015 – SEPTEMBER 30, 2018

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

This Agreement is entered into on July 31, 2015, between AMERICAN NATIONAL RED CROSS (hereafter referred to as "ARC" or "American Red Cross" or "Red Cross") and the COALITION OF AMERICAN RED CROSS UNIONS consisting of AFSCME (AFSCME Council 31, AFSCME Local 1199 DC NUHHCE, AFSCME Local 1205, AFSCME Local 1558, AFSCME Local 3145, AFSCME Local 3931); AFT (AFT – Local 5103 HPAE, AFT - Oregon Nurses Association Local 5905); CWA (CWA National on behalf of CWA Local 1118, CWA Local 1122, CWA Local 1123, CWA Local 13000, CWA Local 13500, CWA Local 2201, CWA Local 2100); SEIU (SEIU Healthcare Michigan, SEIU Local 1199 UNE-Massachusetts, SEIU Local 1199 WKO, SEIU Local 521, SEIU Local 721, SEIU Local 221); IBT (Teamsters Local 170, Teamsters Local 223, Teamsters Local 243, Teamsters Local 25, Teamsters Local 3018, Teamsters Local 337, Teamsters Local 391, Teamsters Local 507, Teamsters Local 554, Teamsters Local 570, Teamsters Local 63, Teamsters Local 682, Teamsters Local 71, Teamsters Local 728, Teamsters Local 760, Teamsters Local 795, Teamsters Local 839, Teamsters Local 929); UAW (UAW Local 2322 & UAW Local 771); UFCW (UFCW 75 & UFCW 1059) & USW (Steelworkers Local 254 & Steelworkers Local 9287) (hereinafter collectively referred to as the "Coalition" or individually as "Union" or "Local Unions (s)").

* The Local numbers listed above are subject to change; however, the locally recognized bargaining units will remain the same.

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PREAMBLE

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

ARTICLE 1. Parties to the Agreement

Section 1. Employer Covered

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

Section 2. Unions, Operations and Employees Covered

- A. The "Union" consists of any "Local Union" which may become a party to this National Addendum and any Supplemental Agreement as hereinafter set forth. Such Local Unions are hereinafter collectively referred to as "Local Unions." In addition to such Local Unions, the Coalition of American Red Cross Unions ("Coalition") representing Local Unions affiliated with the American Federation of State, County and Municipal Employees (AFSCME), American Federation of Teachers (AFT), Communications Workers of America (CWA), International Brotherhood of Teamsters (IBT), Service Employees International Union (SEIU), United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), United Food and Commercial Workers (UFCW), and the United Steelworkers (USW), is also a party to this Agreement and the agreements supplemental hereto.
- B. The Employer recognizes each Local Union (and CWA National on behalf of its Local Unions) as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and other terms and conditions of employment for its own respective bargaining unit employees in certified or recognized units referenced in Appendix A hereto.
- C. A list of all the Local Unions covered by this National Addendum is described in Appendix A to the National Addendum, which will be updated by the parties by mutual written agreement as additional operations or employees become covered by this National Addendum.

ARTICLE 2. Scope of Agreement

The National Addendum covers specific terms and conditions of employment negotiated by the parties, and is intended to supplement Local Agreements. The National Addendum shall supersede and re-

place any conflicting or inconsistent terms and conditions of Local Agreements where identified by Article 22.

ARTICLE 3. Me Too Provisions

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

ARTICLE 4. Equal Opportunity Employer

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

ARTICLE 5. Employment Categories

Section 1. Employees shall fall into the following four categories:

- A. Regular Full-Time: Employees who are normally scheduled to work 40 or more hours in a work week (or 80 hours in a two week period) and are not a temporary employee. This includes those employees who are regularly scheduled to work 35 or more hours per week and are members of bargaining units where this was considered to be full time employment at the time of the ratification of this National Addendum.
- B. Regular Part-Time: Employees who are normally scheduled to work less than 40 hours in a work week (or less than 80 hours in a two week period) and are not a temporary employee. This includes those employees who work less than 35 hours where full-time is considered as 35 or more hours per week. This category also includes employees who work on an as-needed basis without a defined schedule. Hours worked by employees without defined work schedules will be reviewed every six months for prolonged periods of inactivity.
- C. Temporary Full-Time: Employees who are hired and normally scheduled to work 40 or more hours in a work week (or 80 hours in a two week period) to supplement the workforce on a temporary basis. Employment assignments are limited up to six months. One extension up to six months (not to exceed a total of 12 months) of a temporary assignment may be awarded. The extension does not change the employment category.
- D. Temporary Part-Time: Employees who are hired and normally scheduled to work less than 40 hours in a work week (or less than 80 hours in a two week period) to supplement the workforce on a temporary basis. This category also includes employees who are hired to temporarily supplement the workforce and work on an as-needed basis without a defined schedule. Employment assignments are limited up to six months. One extension up to six months of a temporary assignment may be awarded (not to exceed a total of 12 months). The extension does not change the employment category.

Section 2. Medical Benefit Eligibility by Employment Classification

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

ARTICLE 6. Labor Management Partnership (LMP)

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

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

- A. Assist in achieving and maintaining industry leading performance and competitiveness;
- B. Make Red Cross an employer of choice in every location;
- C. Expand the number of Red Cross donors and sponsors;

- D. Provide Red Cross employees with employment and income security;
- E. Obtain employee feedback; and,
- F. Maintain a collaborative labor management environment.

Section 3. Process and Structure of LMP

- A. The parties will establish a Senior Partnership Committee (SPC) within sixty (60) days of the effective date of this Agreement consisting of an equal number of (but not less than five (5) each) Red Cross executive level staff and Union Coalition leadership. Red Cross' Biomedical President, COO and Vice-President of Collections will be members of the SPC. The parties shall designate their respective co-chairs. The SPC will meet as often as necessary, at least once per quarter, to discuss strategic issues of the Partnership and implement, review and oversee initiatives at all levels.

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

- B. LMP Access to Information

The parties will cooperate and share information with each other. If appropriate, the Union may be required to execute a nondisclosure agreement. Any provided documentation will be at no cost to the Unions of the Coalition.

- C. Consultants

The parties may jointly request the assistance of the Federal Mediation and Conciliation Service

(FMCS) to assist the Partnership formation and implementation process and to continue with such assistance until such time as the majority of SPC members agree that these services are no longer required.

D. Partnerships at Other Organizational Levels

The SPC may create joint partnership subcommittees to engage in the implementation of joint partnership action plans and initiatives. All joint committees created by the SPC will consist of an equal number of members from the respective Union(s) and Red Cross.

E. Existing Labor-Management Cooperation Arrangements

Existing arrangements shall be permitted to continue and where possible be enhanced by SPC partnering efforts.

Section 4. Support and Tools for Partnership.

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

- A. Access to Premises – The union's leaders and staff shall not be unreasonably denied the access to Red Cross facilities.
- B. Orientation – When new employees are hired, they shall be given an orientation packet provided by the Union, and all new employees shall be introduced to Union leadership at the worksite during that orientation. Union leadership shall be given the opportunity to address new hires during this orientation for a reasonable amount of time to be determined by the parties at the local level.
- C. Unit Membership Lists – On the first workday of every month, the Employer shall transmit to the respective Local Union a current list of all bargaining unit employees, including their name, cell phone number, home address, email,

shift information, payroll dues deduction status, date of hire, job title/classification, date of entry into current job classification, worksite location and DOB to the union via electronic means, to the extent such information is available.

- D. Upon thirty (30) days written notice from the Union, the Employer will provide up to one (1) additional payroll deduction slot to be used by the Unions of the Coalition for partnership support from bargaining unit members or for other designated purposes. Red Cross shall remit said support to the Coalition on a monthly basis with transmittal summaries.

Section 5. Employer Neutrality and Majority Verification Procedure

- A. Red Cross and each Union of the Coalition recognize that it is important: for employees to have a voice at work; to acknowledge and respect the fundamental rights of workers to decide whether to be represented by a Union and engage in collective bargaining in an environment free of intimidation, threats or coercion; and to acknowledge and respect the role of Unions in representing the interests of employees who have chosen to designate the Union as their exclusive representatives for purposes of collective negotiations. The parties believe that collective bargaining is a vehicle that provides respect to workers; and, understand that voice, collaboration, and partnership are consistent with the mission of the American Red Cross. Further, the Parties recognize that non-union employees within Red Cross have the right to express their desire to be represented by a Union and that the Unions of the Coalition desire to represent these employees.
- B. The Employer shall remain neutral regarding the question of Union representation of any of its unorganized non-managerial, non-supervisory and non-confidential employees. The Parties agree that the question of whether employees should or should not be represented by the Union is an individual decision which employees

should answer free of intimidation, threats or coercion from anyone. The Employer agrees that it shall direct its officers, managers, supervisors and agents that they shall not comment or communicate, directly or indirectly, to the contrary. Likewise, the Employer shall not provide assistance to any individual or group who may wish to pursue an anti-union campaign nor shall the Employer engage or otherwise employ a consultant or agent whose charge is to design and/or implement a campaign to dissuade employees from selecting the Union as their collective bargaining representative. For purposes of this Section, the Parties also understand that the employees in the subject bargaining unit shall not be considered "agents" of either party absent proof of agency in connection to the specific conduct at issue.

- C. The Parties shall not threaten, intimidate, discriminate against, retaliate against, or take any adverse action against any employee based on his or her decision to support or oppose Union representation.
- D. The Parties shall issue a mutually agreed-upon Employer statement to be provided to employees who have questions about this Section. This statement shall be distributed in every reasonable manner possible, including, but not limited to: posting on bulletin boards, distribution through the Employer's internal mail system, and distribution through the Employer's e-mail system.
- E. When a Coalition Union seeks to organize non-represented Red Cross employees under this Article, the Coalition shall provide Red Cross with a written Notification of Interest, which shall state the job classifications and location of the employees that the Union seeks to represent and which Coalition Union seeks representation. Upon receipt of such notice, the Business Agent/Senior Official of the Union, the Red Cross manager in charge of the facility, and the Director of Labor Relations shall promptly meet to discuss protocols regarding introductory

meetings, employee communications, and access restrictions (which shall limit organizing access under this Section to the sole purpose of communications with Red Cross employees), with the understanding and agreement that there will be no interference with the conduct of Red Cross' business, with donors and sponsors, or with the performance of work by the employees during working hours or in working areas.

- F. Within three (3) business days of written notice from the Coalition of the start of a unionization effort by a Coalition designated Union, the Employer shall organize a meeting of its managerial and supervisory personnel to which representatives of the designated Union shall be invited. Union representatives will be given sufficient time to explain the provisions and operation of the LMP Article to the assembled personnel. The Union shall conduct an organizing campaign that is focused on the benefits of unionization and collective voice for the workers and the Red Cross, and shall not engage in communications that are defamatory towards the Red Cross, its managers, supervisors, employees, donors, or sponsors.
- G. The Parties shall provide each other with at least twenty-four (24) hours advance notice of any press announcement concerning the LMP agreement and the Employer neutrality obligation and shall ensure that such press announcement is consistent with the terms of this Section.
- H. The Parties may, from time to time, issue joint communications or announcements. Nothing in this Article shall be construed to limit either party's ability to engage in their own communications so long as such communications are consistent with the terms set forth in this Section.
- I. Once the Coalition has submitted a Notification of Interest under this Article, and the majority verification procedure described herein is utilized, the Employer will provide to the Coalition designated Union (upon its request) lists of employees eligible for representation and those ex-

cluded due to their status as managerial, supervisory, or confidential personnel. The lists of eligible employees shall contain the following information: the employee's name, job title/department, home address, home telephone number and mobile telephone number, to the extent available. Lists of excluded personnel shall state the reason why the employee has been excluded.

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

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

- K. The Coalition designated Union may request recognition as the exclusive bargaining representative for any appropriate unit of employees in which the Union claims majority status. The Coalition shall retain the right to request recognition for its designated Union at any location and facility where Red Cross employees remain

unrepresented, subject to the above restrictions. The Employer agrees to voluntarily recognize the Coalition designated Union upon a showing of majority status in any appropriate unit described by the Coalition in its written notice. Proof of majority status shall be based on a private secret ballot election arranged and conducted by the Arbitrator. Any election will be held at the respective Red Cross facility following published notice to the employees of at least 14 days and shall be conducted on date(s) and time(s) that will maximize employee opportunity to vote. The Union and Red Cross may each designate a witness to be present during the entire voting period. The Arbitrator shall establish and oversee the rules of the election and shall certify to the parties the results of the election. The Arbitrator shall be jointly selected from among the arbitrators designated pursuant to Section P below and compensated by the parties. The decisions of the Arbitrator will be final and binding upon the parties.

- L. The parties shall attempt to agree upon an appropriate bargaining unit with regard to each election held pursuant to this Article for purposes of collective bargaining. Any issue including disputes over an appropriate unit that cannot be resolved shall be decided by the arbitrator and such decision shall be final and binding.
- M. In the event the Coalition designated Union is recognized as the bargaining representative of the Employer's employees, the Union and the Employer agree to immediately enter into good-faith negotiations for the purpose of reaching a mutually acceptable collective bargaining agreement which it is anticipated by the Parties to include the National Addendum.
- N. The first collective bargaining agreement applicable to any new bargaining unit will be determined as follows:

1. The Employer and the Union shall meet within fourteen (14) days following recognition to

begin negotiations for a first collective bargaining agreement.

2. If, after one hundred twenty (120) days following the commencement of negotiations, the Union and the Employer are unable to reach agreement for such collective bargaining agreement, they shall submit those matters that remain in dispute to the Rapid Response Team consisting of two appointees designated each by Red Cross and the Coalition, which shall use their best efforts to assist the parties in reaching a collective bargaining agreement. If, after thirty (30) days following such submission to the Rapid Response Team of outstanding matters, the Union and the Employer remain unable to reach a collective bargaining agreement, at the discretion of the Union, the matter may be submitted by the Coalition Union to conventional binding interest arbitration in accordance with procedures set forth below. Either party may request a good faith extension of these periods. If the Union chooses to invoke interest arbitration, the interest arbitrator shall consider existing terms and conditions of employment at the location at issue in reaching the decision and shall take into account the terms of the National Addendum in any award on the issues.

3. If interest arbitration is invoked, it shall be a conventional arbitration proceeding. The interest arbitrator shall be authorized to evaluate the proposals of the Employer and the Union on an issue-by-issue basis and fashion a remedy that attempts to accommodate and reconcile the interests of the Parties. The interest arbitrator shall be authorized to add to, detract from, or modify the final offers submitted by the Parties. The decision shall be in writing and shall be rendered within thirty (30) days after the close of the interest arbitration hearing record. Costs of interest arbitration shall be split by the Red Cross and the Coalition designated Union.

4. Throughout the proceedings described above concerning the negotiations of a first collective bargaining agreement and any interest arbitra-

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

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

ed basis. Any hearing (which may be telephonic) before the arbitrator shall be scheduled within three (3) business days of the filing of the dispute with the arbitrator. The timelines set forth herein may be waived with the agreement of the Parties. An arbitrator's ability to comply with the timelines set forth herein shall be determinative of the choice of arbitrator from among those listed herein for any particular hearing. The parties further agree that the arbitrator shall have the right to determine the nature of the hearing to be held under the circumstances, including whether written evidentiary submissions are sufficient. The arbitrator shall have the authority to enter an award (including by bench decision) for full remedial relief, as well as the authority to order the non-complaining party to comply with this National Addendum. The arbitrator shall also have the authority to issue any interim relief, such as temporary restraining orders or preliminary injunctions, prior to a hearing. The Parties agree that the decision of the arbitrator shall be final and binding. If a party fails to comply with a ruling, enforcement may be sought in United States District Court, and the Parties consent to the entry of any order of the arbitrator as the order or judgment of that court.

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

ARTICLE 7. Hours of Work

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

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

Section 3. The Employer shall have the right to maintain, institute and change shifts, workweeks and pay periods, so as to obtain the production it desires. This includes the right to establish, maintain or discontinue shifts.

Section 4. Saturday or Sunday work may be required of all employees, and will be scheduled according to Local Agreements.

ARTICLE 8. Rest Breaks and Meal Periods

Section 1. Rest Breaks

- A. Employees shall be provided a fifteen (15) minute rest break during the first four (4) hours of their shift. The employee's first break shall be given no sooner than one and one half (1 ½) hours after the start of the drive. A second fifteen (15) minute rest break shall be given during the second four (4) hours of the employee's shift.
- B. Rest breaks may not be combined and must be taken separately unless mutually agreed to by the supervisor and employee unless prohibited by law.

- C. The supervisor shall schedule breaks recognizing both the importance of breaks and the necessity to service the needs of the public in an efficient and timely fashion.
- D. An additional fifteen (15) minute rest break shall be provided for each successive two (2) hours after eight (8) hours of work.
- E. Additional rest breaks may be provided to employees if required by state law.

Section 2. Meal Periods

- A. Each employee who is scheduled to work six (6) hours or more inclusive of (compensated) travel time shall be provided a thirty (30) minute unpaid meal period. The thirty (30) minute meal period shall be at or around the midpoint of the employees' work shift, if practicable.
- B. The meal period may be combined with one break with supervisor approval unless prohibited by law.
- C. Additional meal time may be provided to employees if required by state law.

ARTICLE 9. Staffing

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

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

Section 2. Manufacturing, IRL and Hospital Services

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

Section 3. Collections and Clinical Services

- A. Collections and Clinical Services staffing levels will be determined as follows:
 1. All collection sites/blood drives or other collections of blood products or delivery of clinical services (therapeutic aphaeresis, Dendron or similar clinical services) will be staffed based on the anticipated presenting donors, prescheduled donors and hours of operation for the site/drive/service.
 2. The Red Cross shall design and maintain a staffing matrix that will provide adequate staffing to efficiently collect blood products based on the hours of operation and anticipated presenting donors, prescheduled donors; and to provide clinical services. A copy of the matrix shall be provided to the Coalition and the Local Union representative. The Red Cross will, on a semi-annual basis (and more frequently if needed), seek input from the local Coalition Unions through their representatives on the Joint Leadership Team (JLT) as to the content, design and structure of the staffing matrix.

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

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

5. 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.

6. 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.

7. Employees designated to perform the Charge function shall be counted as .5 FTE for purposes of the staffing matrix. Such employee is allowed to perform any blood collection tasks for which they are trained. Supervisors shall not be included in the staffing matrix and will not perform bargaining unit work except as noted in Paragraph A5 above.

8. 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.

9. Consistent with the timeframes in Section H below, the following terms shall apply to Collections staff:

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.

b. Current Collections staff may not be able to assist in situations where there are physical, worksite, and equipment limitations.

c. Current Collections staff may be required to drive non-DOT Employer vehicles.

d. Current Collections staff will be asked to volunteer to train for DOT licensure and drive DOT Employer vehicles once licensure is received.

e. Consistent with the timeframes in Section H below, Red Cross may require new Collections hires to be trained on DOT and drive both non-DOT and DOT Red Cross vehicles.

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.

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

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

Section 4. 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 5. MUA Cross-training Rollout

- A. MUA cross-training shall first be rolled out only in regions where there are no locations represented by Coalition unions.
- B. Upon completion of cross-training in locations not represented by Coalition unions, the Employer may effectuate this cross-training program at locations where employees are represented by only one union, no sooner than January 1, 2016.
- C. No sooner than eighteen (18) months after ratification, the Employer may, by mutual agreement of the parties, effectuate this cross-training program at locations where employees are represented by more than one union. Notwithstanding the above, the Employer may work with the unions, upon their request, to effectuate this cross-training program in order to avoid a reduction in goal or other business measures that might result in layoffs.
- D. As MUA cross-training is initiated at each location, the training program will be offered first to those MUAs who volunteer for such training with the most senior being trained first and proceeding down the volunteer list by seniority. Once all MUAs who volunteered for training have completed training, the next phase of cross-training will be mandatory and will be done in inverse seniority order. Once an MUA has successfully completed training, the MUA will be converted to the Collection Tech II job classification and will receive a one-time lump sum bonus of one hundred dollars (\$100). The Employer and Local Union will negotiate any appropriate base wage increase.
- E. Should an MUA elect not to participate in cross-training or should an MUA not be able to successfully complete the cross-training program, those individuals will be retained in the MUA classification until the completion of the cross-training at their location. During this period of time, the MUA will be given priority consideration for other vacant positions within Red Cross (including Humanitarian) that they may be qualified to perform with appropriate training. MUAs who have not secured another position within Red Cross may have their MUA position eliminated. If an MUA has their position eliminated, they shall receive severance pay under terms of the severance policy then in effect.
- F. There shall be no layoffs as a result of MUA cross-training for a period of 12 months from the first commencement date of the cross training program in the location.
- G. Generally, the Red Cross anticipates having MUA and Collections Staff cross-trained in all Collections work, and hopes to achieve the majority of this through attrition and new hiring. In the event that cross-training becomes mandatory for more than 10% of the existing workforce, the Red Cross will meet and confer with the JLT to discuss the program and future implementation.
- H. Timelines
 - 1. MUA cross-training to be launched in non-union locations: Starting in October 2015, MUA cross-training will launch at all 9 nonunion locations.
 - 2. MUA cross-training to be launched in single union locations: Starting in January 2016 at the earliest, MUA cross-training will launch at all single union locations and Red Cross will start hiring Collection Tech IIs who can drive. The goal is 10% of MUAs go into training at the same time.
 - 3. MUA cross-training to be launched in multi-union locations: Starting 18 months after ratification, MUA cross-training in multi-union loca-

tions will launch unless the parties mutually agree to an earlier launch time.

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

Section 6. Volunteers

A. The Red Cross may utilize trained volunteers to perform non-regulated tasks and the regulated tasks of donor qualification, once donor qualification technology is implemented, as set forth below:

1. Volunteers will be permitted to perform certain defined responsibilities where the volunteer has received all of the necessary and verifiable training, so as not to negatively impact the SQuIPP of blood products, which shall be identical to the training provided to bargaining unit employees.

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

3. Volunteers will identify themselves as volunteers.

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

Section 7. The Employer will comply with all applicable local, state, and federal staffing laws and regulations.

ARTICLE 10. Collections Staff Scheduling

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

Section 2. SAG has begun by focusing on five key areas that Collections staff reported (through a survey) as being most important:

- Getting the time off they requested
- Number of hours worked per week
- Getting off at the scheduled end time of a drive
- Travel distance to the blood drive
- Schedules that do not change after posting

Section 3. The Red Cross Project Team is working with the Scheduling Advisory Group ("SAG") to develop these solutions; but, this project is still in the "design and development" stage, and is not yet ready for implementation.

Section 4. The Red Cross Project Team and the Scheduling Advisory Group will make it a high priority to post schedules at least four weeks in advance with a goal of an implementation date of no later than January 1, 2017. It is understood that there may be circumstances that interfere with achieving this goal by January 1, 2017.

Section 5. The Red Cross Project Team and Scheduling Advisory Group will also examine the extent to which mandatory overtime is used and its overall impact on the work force and operations.

ARTICLE 11. Donor Recruitment Account Managers

Section 6. In recognition of this fact, the parties agree to continue their collaboration on collections 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 7. Notwithstanding the above, the Red Cross agrees to the following:

- A. Provisions for guaranteed hours of work or pay per week in Local Agreements shall continue to be in effect.
- B. The Red Cross will make its best efforts to ensure that a minimum of ten (10) hours has elapsed since the employee's last compensable work for the Red Cross, and the start of the employee's next shift. In the event the employee is required to work within this ten (10) hour turnaround time, the employee will receive \$50 in extra pay. Where DOT regulations apply to the employee, the employee will have the greater of the rest time provided by DOT regulations or this Agreement on the day or days in question.
- C. The Employer will make its best effort to avoid extending mobile drives beyond their scheduled end time. If any donors are still in the belt line more than one (1) hour beyond the scheduled end time, then the employees on that drive shall receive \$25 in extra pay.
- D. The posting of schedules will be as per Local Agreement until December 31, 2016.

Section 1. Account Manager Incentive Plan. All Donor Recruitment Account Managers ("Account Managers") will participate in the Red Cross National Donor Recruitment Incentive Plan. This National Donor Recruitment Incentive Plan will be reviewed annually to determine if modifications to the Plan are warranted for the next fiscal year. The Company will meet with Coalition representatives of the Local Unions representing Account Managers and discuss any modifications to the National Donor Recruitment Incentive Plan.

Section 2. Mileage and Expense Reimbursement

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

- A. Those employees hired after ratification will utilize their personal vehicles for business related travel and be reimbursed at the IRS rate per the Staff Expense Reimbursement Policy and Procedure Manual. At such time they qualify for Fixed and Variable Rate (FAVR) Vehicle Reimbursement Program as noted in D below, they will commence participation in that program.
- B. Account Managers hired before ratification will utilize their personal vehicles for business related travel and be reimbursed at the IRS rate per the Staff Expense Reimbursement Policy and Procedure Manual. Effective January 1, 2017, these Account Managers will commence participation in the Fixed and Variable Rate (FAVR) Vehicle Reimbursement Program as outlined in Section 4 below.
- C. Reimbursement for mileage is expected to reasonably cover all out-of-pocket driving costs and, thus, reimbursement for gasoline and other vehicle operation costs in lieu of the IRS mileage rate is not permitted. Any parking fees or tolls incurred in connection with business travel

are reimbursable and should be claimed using the Red Cross expense reporting system.

Section 3. Each employee is responsible for documenting and submitting travel expense reimbursement requests using the Concur system consistent with Red Cross policy. The Red Cross will use reasonable efforts to reimburse employees as soon as practicable following submission of an expense reimbursement request through Concur but in no event later than thirty (30) days after the expense reimbursement request is submitted.

Section 4. Fixed and Variable Rate (FAVR) Vehicle Reimbursement Program. Any Account Manager who drives their personal vehicle in excess of six thousand (6,000) miles annually will be required to participate in the Fixed and Variable (FAVR) Vehicle Reimbursement Program (a/k/a the Runzheimer program) for automobile usage and mileage reimbursement.

Section 5. Effective with the first day of the month following ratification, Account Managers will no longer be provided Red Cross vehicles for use and will return any Red Cross vehicle to a designated Red Cross representative. Upon return of the Red Cross vehicle, the Account Manager will receive a one-time lump sum payment of four thousand dollars (\$4,000) payable with the first full payroll period following the date of vehicle return.

ARTICLE 12. Uniforms

Section 1. Collections employees will be provided scrub uniforms according to the Collections Staff Scrub program which is planned to roll out starting in September 2015. The program allows employees to purchase uniforms through an online vendor, UniFirst, with an annual uniform allowance.

Section 2. Full-time staff and part-time Collections staff who work more than 20 hours a week will receive \$78.30 per year credit (approx. 4 sets of scrubs) and employees who work less than 20 hours

per week will receive \$41.90 per year credit (approx. 2 sets of scrubs) annual uniform allowance. Credit amounts can be applied to any applicable shipping fees and taxes.

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

Section 4. Collections employees may purchase additional garments from UniFirst at their own expense.

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

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

ARTICLE 13. Compensation

Section 1. Wage Increases. Bargaining unit employees covered by this National Addendum shall receive a two percent (2%) across the board (ATB) structural raise, to be effective the earlier of the following: the third full pay period following the ratification of this National Addendum or the retroactive pay raise date contained in any Local Union's executed Exhibit D of the Ground Rules. This across the board raise shall be offset by any wage increases provided within the last six (6) months of ratification; and, will replace any future ATB wage increases currently existing in the Local Agreements for the duration of the National Addendum. To the extent that a Local Agreement has a tiered wage structure, the 2% will be applied to the rates in the tiered wage structure subject to the same offsets set forth above.

ARTICLE 14. Overtime and Premium Pay

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

Section 3. Bargaining unit employees covered by this National Addendum shall receive a two percent (2%) across the board (ATB) structural raise one year subsequent to the receipt of the across the board in Section 1 above; and, another two percent (2%) across the board raise twenty four (24) months subsequent to the receipt to the across the board in Section 1 above. To the extent that a Local Agreement has a tiered wage structure, the 2% will be applied to the rates in the tiered wage structure.

Section 4. All other base wage rate increases not addressed herein (including but not limited to new classification salary, salary ranges, market driven increases) shall be addressed at the local level by and between the respective Local Union and the Employer.

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

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

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

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

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

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

Section 6. Other Pay Premiums

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

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

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

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

- B. The status quo shall be maintained until one of the options in Section 6A above has been selected.
- C. The Employer will also evaluate the cost of absorbing into hourly base rates any Saturday and Sunday 1.5x and 2x premiums earned by Employees with a regular schedule that includes Saturday and/or Sunday. If the Employer and Coalition cannot reach a mutually acceptable reinvestment proposal, the Employer will grandfather these current employees with these premiums and the weekend shift differentials in Appendix B will not apply.

ARTICLE 15. Holidays

Section 1. Core Holidays

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

Section 2. Holiday Pay

- A. Employees who work a regularly scheduled 40-hour standard work week receive eight (8) hours of holiday pay. Employees whose regularly scheduled standard work week is less than 40 hours receive pro-rated holiday pay based on their standard work hours. For example, an employee, who is regularly scheduled to work a 20-hour workweek, receives four (4) hours of holiday pay and an employee, who is regularly scheduled to work a 30 hour work week, receives six (6) hours of holiday pay.
- B. Temporary employees and employees regularly scheduled to work less than 20 hours per week are not eligible for holiday pay. Employees on unpaid leave are not eligible for holiday pay.
- C. Holiday pay is not counted as hours worked for purposes of calculating overtime and is not paid out at termination of employment, unless required by state law.
- D. If an employee is not scheduled to work on a holiday, the employee will receive pay for the holiday at the regular straight-time rate of pay.
- E. If an employee is scheduled to work on a holiday, the employee will receive holiday pay at the regular straight-time rate of pay plus additional pay for all hours worked at one and one-half times (1 ½) the regular rate of pay for hours worked on either the actual calendar holiday or on the observed holiday.
- F. If an employee works both the observed and actual calendar holiday, the employee receives one and one-half times (1 ½) the regular rate of pay for hours worked on the observed holiday and will receive only the straight time rate of pay for any hours worked on the actual calendar holiday.
- G. When a holiday falls during an employee's scheduled paid time off (PTO), in order to receive holiday pay, the employee is required to

work the last scheduled day before and the first scheduled day after the holiday.

- H. If a core holiday falls during an employee's scheduled PTO and the employee receives holiday pay, the employee's PTO balance will not be charged for the holiday.

Section 3. Floating Holidays

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

Section 4. Staffing

Staffing for core holidays shall be based on Local Agreements.

Section 5. Transition

- A. Commencing January 1, 2017, all employees will transition to the standard holiday schedule set forth above.
- B. In the interim, employees will transition to the standard holiday schedule as follows:
 - 1. Fixed Holidays:
 - a. Commencing the first of the month following ratification, fixed holidays in Local Agreements will be replaced with the Red Cross six core holidays and any additional fixed holidays, which occur after ratification, will be converted to floating holidays for use by December 31, 2015.
 - b. In 2016, all additional fixed holidays in Local Agreements, other than the Red Cross six core holidays, will be converted to floating holidays. Half of the converted floating holidays must be used by June 30th and the remaining half must be used by December 31, 2016. If there is an odd number of holidays, then the higher number will be used in the first half of the year.
 - 2. Floating Holidays:
 - a. If, in addition to fixed holidays, the Local Agreements also provide for floating holidays, those holidays will be taken as follows:
 - (i) For the year 2015, employees may use the floating holidays as provided by the Local Agreement so long as the number of holidays taken does not exceed the total holidays allowed by the Local Agreements.

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

Length of Service	Annual PTO Days	Accrual Limit (hr)	Pay Period Accrual
6 to 9 years	20	160	6.17
10 to 14 years	23	184	7.08
15 to 19 years	25	200	7.70
20+ years	30	240	9.23

ARTICLE 16. Paid Time Off

Section 1. Purpose

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

Section 2. Eligibility

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

Section 3. PTO Accrual Schedule

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

B. Accrual Table

Length of Service	Annual PTO Days	Accrual Limit (hr)	Pay Period Accrual
Less than 3 months	0	0	0.00
3 months to 1 year	12	96	3.70
1 year	15	120	4.62
2 to 5 years	17	136	5.23

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

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

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

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

Section 4. PTO Usage

- A. PTO eligible employees may use a maximum of forty (40) hours of PTO when taking a full week of PTO provided they have such PTO available.
- B. An employee may not take more than twelve (12) hours of PTO per day.
- C. PTO may be taken as it is earned.
- D. PTO is available for use in hourly increments.
- E. Employees may not take more PTO than they have accrued and will not be allowed to have a negative PTO Balance.
- F. PTO is paid at an employee's regular pay rate and does not include overtime or special forms of compensation such as premiums, shift differentials, weekend differentials, skill based differentials, etc. PTO is not counted as hours worked for purposes of calculating overtime.
- G. PTO may be used for both planned and unplanned absences, and will be charged when an employee is absent during his or her scheduled hours.
- H. For planned absences, employees should request time off from their supervisors/schedulers as far in advance as possible. Requests for time off and its approval shall be determined by Local Agreements.
- I. When an employee uses PTO to cover an unplanned absence, the time will be accurately recorded by management as it is used. If an employee is on FMLA or extended medical leave and has exhausted his/her paid leave, the employee will be required to use all PTO with the exception of five (5) days, which shall be reserved.

- J. An employee whose last day of work occurs prior to the end of the pay period will receive a prorated amount of PTO. Similarly, an employee who transfers into an employment status that is ineligible for PTO will receive a lump-sum payment for accrued but unused PTO.

- K. Accrued, unused PTO will be paid to employees at termination of employment, up to the Accrual Limit for full-time employees or up to the prorated Accrual Limit for part time employees.

Section 5. Transition to New PTO System

- A. For Local Agreements not already covered by this Article, the transition schedule is outlined below:
 1. New Hires: Employees hired after ratification are covered by this Article.
 2. Less PTO: This Article is effective January 1, 2016 (Effective Date), for current Local Agreements that provide an accrual schedule that is deemed to be less than the PTO accrual schedule set forth above.
 3. More PTO: This PTO Article is effective January 1, 2017 (Effective Date), for current Local Agreements that provide an accrual schedule that is deemed to be more than the PTO accrual schedule set forth above.
 4. Accruals for non-PTO leave types end: Accruals for any leave type, other than PTO, will end December 31, 2015, for those Local Agreements which provide an accrual schedule that is less; and December 31, 2016, for those Local Agreements which provide an accrual schedule that is more. On the Effective Dates set forth above, employees covered by Local Agreements will only accrue PTO according to this Article.
 5. Some Leave Types Roll into a PTO Account Balance. The following leave types will transi-

tion to balances in the PTO account on the Effective Dates:

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

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

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

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

7. Sick Bank For Limited Use: An employee can use hours from the sick bank in the event he/she has a continuous leave of absence due to his/her own personal serious illness or disability, unless otherwise required by applicable law. The first five work days of the continuous leave of absence must be covered by PTO or leave without pay. After the five work day waiting period, the sick bank balance will be available for use. For those contracts transitioning on or before January 1, 2016, the sick bank and its balance will be eliminated on December 31, 2018, unless otherwise required by applicable law. For those contracts transitioning on January 1, 2017, the sick bank and its balance will be eliminated on December 31, 2019, unless otherwise required by applicable law.

ARTICLE 17. Healthcare

Section 1. Effective January 1, 2016, or as soon thereafter as practicable, bargaining unit employees will transition to Team Care M200 Plan (“**Team Care**”). The rates for 2016 and a further description of the plan and rates are referenced in Appendix C to this National Addendum.

Section 2. For the January 2017 and January 2018 calendar year rates for Team Care, the Red Cross will pay 100% of any annual increase up to a maximum 5.5%, and bargaining unit employees covered by Team Care will pay the balance of any annual increase over 5.5% for their respective coverage.

Section 3. To the extent that Team Care agrees as part of its Participation Agreement with the Red Cross to permit bargaining unit employees to opt out of health care coverage, the following provisions will apply:

- A. Red Cross shall not be required to make a contribution on behalf of any current employees, who have not enrolled in Team Care coverage by December 31, 2015, or who have elected to waive coverage by that date.
- B. For newly-organized bargaining units covered by this National Addendum, the Red Cross shall not be required to make a contribution on behalf of those employees, who have not enrolled in coverage under Team Care by the date specified in the Local Agreement or Memorandum of Understanding between the parties, or who have elected to waive coverage by that date.

Section 4. Employees currently with a Healthcare Spending Account (HSA) will maintain their current funds and such funds will remain available for their use until they are exhausted. Employees who are enrolled in a qualified high deductible health plan can continue to make additional contributions to their HSA up to their 2015 calendar year contribution limit including an allocation of some or all of the ratification bonus referenced in Article 13 Com-

pendent care plan or under any future health care plan including Team Care M200.

Section 5. Current employees may begin enrolling in the Plan on January 1, 2016 or as soon thereafter as practicable. New hires starting after January 1, 2016 or later are eligible to enroll in the program eight (8) weeks after their date of hire.

Section 6. Consistent with Article 5, Section 2, all current and new regular part-time employees will have the option of enrolling in health coverage with Team Care for the life of this Agreement. The Red Cross will only be required to make its contributions for those employees who actually enroll.

ARTICLE 18. Flexible Spending Accounts

Section 1. Employees with Flexible Spending Accounts (FSA) will maintain their current FSA balances and contributions (unless they are eligible to change based on a Qualified Life Event) and their accounts will be available for qualified expenses incurred until December 31, 2015. Those funds will be available for permissible reimbursements through April 30, 2016.

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

ARTICLE 19. Retirement Plan

Section 1. Effective January 1, 2016, all employees who are not currently on the standard American Red Cross Savings Plan 401(k) shall move to the stand-

ard plan. All employees still accruing benefits in the Red Cross defined benefit plan shall no longer accrue such benefits, and shall only be eligible for participation in the American Red Cross Savings Plan 401(k).

Section 2.

- A. The Red Cross has determined that the Annual Red Cross Contribution ("ARCC") and the Points-Based Employee Contribution ("PBEC") shall be eliminated effective July 1, 2015. Eligible employees who retire or whose employment terminates on or after July 1, 2015 shall have only those benefits derived from the ARCC and the PBEC that have accrued as of June 30, 2015 based on the terms of the American Red Cross Savings Plan. Those amounts that are earned prior to July 1, 2015, will be maintained.
- B. This proposal does not affect the terms of the Savings Plan concerning the Red Cross' discretionary matching contribution.
- C. The Red Cross will continue to administer the other terms of the Savings Plan in accordance with the terms of that Plan for eligible employees, including a matching contribution up to 4% of the employee's salary.
- D. The Union Coalition and the Red Cross shall establish a joint committee no later than July 1, 2017, to identify future retirement plan options, including but not limited to a defined benefit plan and other 401(k) plans, that the parties may consider in future negotiations.

ARTICLE 20. Advance Notice

Section 1. The Employer shall provide the Union and the Coalition of Unions' Chairperson with reasonable advance notice of not less than thirty (30) calendar days prior to effecting changes in personnel policies, practices or conditions of employment

which impact more than one Local within the Union Coalition. The **Employer's** notice shall be in writing and identify the following: specific changes in policies, directives, procedures, or practices and proposed effective date of the change.

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

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

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

ARTICLE 21. 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 agree to a panel of five (5) National Academy of Arbitrators (NAA) certified permanent arbitrators, among whom cases will rotate, subject to each arbitrator's availability, in the hearing of cases arising under this National Addendum. Prior to the first meeting, the National Grievance Committee shall agree upon the list of standing arbitrators, as well as the procedure for replacing an arbitrator who is no longer available during the term of this Agreement.

Section 4. Time Limit for Filing

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

Section 5. Authority of the Arbitrator

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

ARTICLE 22. Conflicts Between the National Addendum and Local Agreements

Section 1. Purpose

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

Section 2.

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

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

affected International/National Union, and one (1) representative from the Union Coalition.

1. If the parties reach a resolution, it shall be memorialized in a Memorandum of Understanding between Red Cross and the Local Union, which shall serve as an amendment to the Local Agreement.

2. If the National Parties are unable to reach an agreement, the remaining issues will be submitted to a neutral arbitrator for a final and binding resolution.

Section 3. Arbitration

A. Selecting an Arbitrator

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

B. Arbitration Hearing

1. The arbitrator's fees and expenses of the arbitration will be paid equally by Red Cross and the affected Local Union. Each party will be responsible for the cost of its witnesses.

2. Generally, arbitration hearings shall be conducted telephonically unless one party objects then, an in-person hearing shall occur. The arbitration hearing will be held at the Red Cross, or at any other mutually agreed site.

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

C. Authority of the Arbitrator

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

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

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

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

D. Arbitration Decision

If a matter is forwarded to arbitration for resolution, then the parties shall adopt the arbitrator's final and binding decision and amend and enforce the Local Agreement accordingly. As

such, the arbitrator's final decision will not require a ratification vote, and Local Unions party to this agreement must determine whether they are permitted to use binding arbitration in lieu of ratification prior to seeking arbitration.

E. Updated Local Agreements

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

Section 4. Waiver

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

Section 5. Timeliness

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

ARTICLE 23. Separability and Savings Clause

Section 1. Separability: The Employer and Coalition agree that if a court of competent jurisdiction or applicable Local, State, or Federal laws compel the invalidation or modification of any provision of this National Addendum, such provision shall be deemed inoperative, if found invalid, or modified to the extent required by law or a court of competent jurisdiction. With respect to a part of this National Addendum being declared invalid, it is the express intent of the parties that all of the provisions of the

Agreement that are not declared invalid shall remain in full force and effect.

Section 2. In the event that any Article or Section is held invalid or enforcement or compliance with which has been restrained as above set forth, the parties affected thereby shall meet and confer regarding the affected provisions. If the parties are unable to arrive at mutually agreeable substitute language, then the matter shall be referred to a neutral arbitrator pursuant to Article 21 who shall resolve the dispute via interest arbitration.

ARTICLE 24. Duration, Termination and Ratification

Section 1. Duration and Termination

This Addendum and Local Agreements shall take effect upon ratification of the National Tentative Agreement/Addendum (NTA) and Local Tentative Agreement (LTA). The National Addendum and Local Agreements shall remain in full force and effect until September 30, 2018, which shall be the **contracts'** expiration date. These agreements shall then renew themselves from year to year unless either party to the Agreement provides written notice to the other party at least sixty (60) days prior to the expiration of this Agreement of a desire to change, amend, or terminate these Agreements.

Section 2. Practices

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

Section 3. Ratification

A. During the ratification of this National Addendum, Local Unions shall open all Local Agreements for the limited purposes only of changing the expiration date of a Local Agreement to the same expiration date of the National Addendum,

and appending the National Addendum to the Local Agreement. However, upon mutual agreement of the local parties, the Local Agreements that have expired may be reopened to negotiate items not covered by the National Addendum or to negotiate conflicts as provided by Article 22.

- B. **One-Time Ratification Bonus.** Bargaining unit employees who ratify this National Tentative Agreement (and associated Local Tentative Agreement (“LTA”), if applicable) on or before October 2, 2015, shall receive a one-time ratification bonus of \$1,000.00 for full-time employees (and a prorated amount for part-time employees based on an average of hours worked between January 1, 2015 and June 30, 2015), on the condition that such ratification bonus shall only be paid if this National Tentative Agreement and the associated LTA is ratified by Local Unions representing a minimum of 2/3 of the bargaining unit employees represented by the Coalition Unions, and at least one Local bargaining unit of each of five (5) different Coalition member Unions (includes newly-organized bargaining units that do not yet have a local agreement). Said bonus shall be paid no later than the third full pay period following ratification.
- C. **First Contracts.** 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 January 1, 2016. The local parties shall negotiate terms and conditions of employment consistent with the National Addendum, and ratify their Local Agreements in accordance with their bylaws and constitution.

MEMORANDUM OF UNDERSTANDING NO. 1 – Registered Nurses

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

Service Employees International Union (SEIU)

American Federation of Teachers (AFT)/Health Professionals & Allied Employees (HPAE)

American Federation of State, County and Municipal Employees (AFSCME)

Oregon Nurses Association

Local 3145, American Federation of State, County and Municipal Employees

SEIU Healthcare Michigan

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

MEMORANDUM OF UNDERSTANDING NO. 2 – Turnaround Time

1. The Red Cross (the “Employer”) and the following listed Local Unions (the “Unions”) agree to a transition of existing bargaining units who currently have an eleven (11) hour turnaround time provision under the below alternatives. This Memorandum of Understanding is limited to the following bargaining units: CWA 1122, UAW 2322, AFSCME Council 31, AFSCME Local 3145 and ONA Local 5905/AFT.
2. Each individual named Local Union may, upon ratification of the National Addendum, choose to alter the terms of their Local collective bargaining agreement and accept the terms of the National Addendum relative to turn-around time. Specifically, the National Addendum provides that there will be ten (10) hours turn-around time between the last compensable hour of one shift and the commencement of the next shift and, if less than ten (10) hours rest is provided between the end of one shift and the commencement of the next, the employee would be paid a lump sum amount of fifty dollars (\$50.00). This would take effect upon ratification of the National Addendum.
3. As an alternative to Paragraph 2 above each individual named local union may, upon ratification of the National Addendum, retain the current provisions of their Local collective bargaining agreements relating to turn-around time at the time the National Addendum is ratified.
4. Should a named Local Union elect to retain the current turn-around time provided in their respective local collective bargaining agreements, such shall remain in effect through December 31, 2016. As of January 1, 2017, the provisions regarding turn-around time set forth in the National Addendum will become effective and supersede the provisions of the Local Union collective bargaining agreement as to that limited topic.

In witness whereof, the parties have executed this Agreement this 31st day of July, 2015.

For American Red Cross:

By: _____

By: _____

For the Union Coalition:

On Behalf of AFSCME Local Unions:

By: _____

On Behalf of AFT Local Unions:

By: _____

On Behalf of CWA National:

By: _____

On Behalf of IBT Local Unions:

By: _____

On Behalf of SEIU Local Unions:

By: _____

On Behalf of UAW Local Unions:

By: _____

On Behalf of UFCW 75 Local Unions:

By: _____

On Behalf of UFCW 1059 Local Unions:

By: _____

On Behalf of USW Local Unions:

By: _____

APPENDIX A – List of Coalition Unions

AFSCME Council 31
AFSCME Local 1199DC NUHHCE
AFSCME Local 1205
AFSCME Local 1558
AFSCME Local 3145
AFSCME Local 3931
AFT - Local 5103 HPAE
AFT - Oregon Nurses Association Local 5905
CWA Local 1118
CWA Local 1122
CWA Local 1123
CWA Local 13000
CWA Local 13500
CWA Local 2100
CWA Local 2201
SEIU Healthcare Michigan
SEIU Local 1199 UNE-Mass.
SEIU Local 1199 WKO
SEIU Local 521
SEIU Local 721
SEIU Local 221
Steelworkers Local 254
Steelworkers Local 9287
Teamsters Local 170
Teamsters Local 223
Teamsters Local 243
Teamsters Local 25
Teamsters Local 3018
Teamsters Local 337
Teamsters Local 391
Teamsters Local 507
Teamsters Local 554
Teamsters Local 570
Teamsters Local 63
Teamsters Local 682
Teamsters Local 71
Teamsters Local 728
Teamsters Local 760
Teamsters Local 795
Teamsters Local 839
Teamsters Local 929
UAW Local 2322
UAW Local 771
UFCW Local 1059
UFCW Local 75

APPENDIX B – Premium Pay Rates

Premiums associated with how an employee is scheduled

1. Standard Shift Differentials

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

Table 14.1

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

2. Shift Differential & Weekend Premiums by Function

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

Table 14.2

Manufacturing	Testing

Shift	M-F	Weekend	M-F	Weekend
7a-3p	Base pay	\$1.25	Base pay	\$1.50
3p-11p	\$1.75	\$2.75	\$2.00	\$2.25
11p-7a	\$2.25	\$3.25	\$2.50	\$2.75

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

Table 14.3

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

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

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

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

Table 14.4

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

c. Baylor Plan

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

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

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

Table 14.5

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

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

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

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

Table 14.6

	Minimum	Parameters
Standard	3 hours	<ul style="list-style-type: none"> • The 3 hour guarantee only applies when the employee must come in to the office to work

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

5. Skill-Based Premiums

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

- a. Double Red Cell (DRC): Collections staff, other than Collections Technician IIIs,* collecting DRC shall be compensated at the rate of \$1.50 per hour. The premium will apply to all hours an employee works on that day, and will be paid in addition to any shift or weekend differentials.
- b. Charge (Collections Specialist II): Charge staff shall be compensated at the rate of \$2.50 per hour. The premium will apply to all hours an employee works on that day, and will be paid in addition to any shift or weekend differentials.
- c. Trainer: Provides both classroom and/On-the-job instruction to develop new skills in a staff member and can also perform competency assessments for other staff members. This designation requires successful completion of trainer/instructor certification (by Red Cross regulated standards).
- d. Employees performing the trainer function as described above will be compensated at the rate of an additional \$1.25/hr., and will be compensated at a half day minimum, for example, 1 - 4 hours will receive 4 hours; and, greater than 4 hours (for an 8-hour work day), the premium will apply to all hours an employee works on that day. Trainer differential will be paid in addition to any shift or weekend differentials.

- e. Instructor (OJI): An OJI performs training that occurs in the live environment prior to authorization to perform independently and can also perform competency assessments. OJI designation requires the successful completion of a trainer/instructor certification (by Red Cross regulated standards).
- f. Employees performing the OJI function as described above will be compensated with an additional \$1.25/hr., and will be compensated at a half day minimum, for example, 1 - 4 hours will receive 4 hours; and, greater than 4 hours (for an 8-hour work day), the premium will apply to all hours an employee works on that day. OJI differential will be paid in addition to any shift or weekend differentials.
- g. Translator: This designation requires successful completion of an assessment (by Red Cross regulated standards).
 - (i) Employees performing in the Translator function will be compensated at the rate of an additional \$1.25/hr., and will be compensated at a half day minimum, for example, 1 - 4 hours will receive 4 hours; and, greater than 4 hours (for an 8-hour work day), the premium will apply to all hours an employee works on that day. Translator differential will be paid in addition to any shift or weekend differentials.
- h. Preceptor: *This terminology should no longer be used.*

APPENDIX C – 2016 Team Care Rates and Description

Full-Time Employee Cost Share

Effective January 1, 2016, the Employer shall contribute the amount shown in the table below for each eligible full-time employee (equal to or greater than 30 hours per week) with one (1) year or more of service for medical, dental, vision, short term disability and life insurance coverage (i.e., Full Coverage). Eligible employees with one (1) year or more of service shall contribute the amount shown below per pay period.

<i>Service Over 1 Year</i>	Monthly Premium	Monthly Red Cross Contribution	Employee per Pay Period Contribution (26 annual)
Employee Only	\$ 634.18	\$ 548.57	\$ 39.51
Employee + Spouse/Partner	\$ 1,226.27	\$ 876.78	\$ 161.30
Employee + Child(ren)	\$ 1,328.15	\$ 949.63	\$ 174.70
Employee + Family	\$ 1,735.84	\$ 1,241.13	\$ 228.33

Effective January 1, 2016, the Employer shall contribute the amount shown in the table below for each eligible full-time employee with less than one (1) year of service for medical coverage only (Medical Only). Eligible employees with less than (1) year of service shall contribute the amount shown below per pay period.

<i>Service Under 1 Year</i>	Monthly Premium	Monthly Red Cross Contribution	Employee per Pay Period Contribution (26 annual)
Employee Only	\$ 599.28	\$ 518.38	\$ 37.34
Employee + Spouse/Partner	\$ 1,158.02	\$ 827.98	\$ 152.32
Employee + Child(ren)	\$ 1,284.20	\$ 918.20	\$ 168.92
Employee + Family	\$ 1,641.64	\$ 1,173.77	\$ 215.94

Part-Time Employee Cost Share

Effective January 1, 2016, the Employer shall contribute the amount shown in the table below for each eligible part-time employee (20-29 hours per week) with one (1) year or more of service for medical, dental, vision, short term disability and life insurance coverage (i.e., Full Coverage). Eligible employees with one (1) year or more of service shall contribute the amount shown below per pay period.

<i>Service Over 1 Year</i>	Monthly Premium	Monthly Red Cross Contribution	Employee per Pay Period Contribution (26 annual)
Employee Only	\$ 634.18	\$ 443.93	\$ 87.81
Employee + Spouse/Partner	\$ 1,226.27	\$ 443.93	\$ 361.08
Employee + Child(ren)	\$ 1,328.15	\$ 443.93	\$ 408.10
Employee + Family	\$ 1,735.84	\$ 443.93	\$ 596.27

Effective January 1, 2016, the Employer shall contribute the amount shown in the table below for each eligible part-time employee with less than one (1) year of service for medical coverage only (Medical Only). Eligible employees with less than (1) year of service shall contribute the amount shown below per pay period.

<i>Service Under 1 Year</i>	Monthly Premium	Monthly Red Cross Contribution	Employee per Pay Period Contribution (26 annual)
Employee Only	\$ 599.28	\$ 419.50	\$ 82.98
Employee + Spouse/Partner	\$ 1,158.02	\$ 419.50	\$ 340.86
Employee + Child(ren)	\$ 1,284.20	\$ 419.50	\$ 399.09
Employee + Family	\$ 1,641.64	\$ 419.50	\$ 564.07

