

## **MEMORANDA OF TENTATIVE AGREEMENT ARC and HPAE Negotiations**

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**The Red Cross and HPAE Local 5103 met and negotiated terms for the Local collective bargaining agreement covering the dates January 1, 2025 through December 31<sup>st</sup>, 2028.**

**The Parties tentatively agree to the following changes to the current collective bargaining agreement:**

### **AGREEMENT**

This Agreement is made and entered by and between the American Red Cross Blood Services, ~~Penn Jersey Region~~ **Southeastern Pennsylvania Region**, a health care institution as defined in Section 2(14) of the National Labor Relations Act, 700 Spring Garden St., Philadelphia, PA 19123 (hereinafter known as the “Region”) and the Health Professionals and Allied Employees, AFT, AFL/CIO, 110 Kinderkamack Rd., Emerson, NJ 07630 (the “Union”) on behalf of itself and its Local 5103.

### **1. UNION RECOGNITION**

The Region recognizes the Union as the exclusive collective bargaining representative of all regular full time, regular part time and per diem employees, in the following job classifications at the Region’s 700 Spring Garden Street facility, at its fixed sites located in **Horsham**, West Chester, Northeast Philadelphia, Pennsauken, ~~Pleasantville~~, Fairfield, and at its autologous collections operations and on bloodmobiles dispatched out of its 700 Spring Garden Street facility, and at any new fixed site, autologous collections operations, and dispatch point for bloodmobiles established by the Region within its geographical area which constitutes an accretion to the bargaining units: [Job titles to be standardized across ARC]

(Technical)

Collections: ~~Donor Collection Assistants~~ **Collection Tech II’s, Collection Tech III’s, Collection Specialist I’s, Donor Collection Assistants—Reserve**, Auditors, and Donor service specialists **Collection Specialist II (Charge)**.

APS: **Scheduling, Collection Staff; Planning Assistant II, Calendar; Coordinator Collections.**

(Professional)

Collections: ~~Staff Nurse, Staff Nurse—Pheresis, Staff Nurse—Reserve, Staff Nurse—Pheresis—Reserve; Nurse Manager, Nurse Manager—Pheresis.~~ **Collection Specialist II, RN; Collection Specialist I, RN.**

## 6. GENDER USE

- a. The Use of the male or female gender in this Agreement shall mean both “he and she” “his and hers” “**they/them**” and “**their/theirs**.”

## 7. ORIENTATION OF NEW EMPLOYEES INFORMATION

- a. During the orientation for each new bargaining unit employee, the Region will schedule ~~an unpaid 1/2 hour lunch~~ **paid half hour (30 minutes) meeting** with a Union representative to receive: a copy of the collective bargaining agreement, a list of Union officers and representatives, a copy of the work rules and information concerning the collective bargaining agreement, the probationary period, the Union newsletter, a brief history of the Union and information concerning the Union’s internal structure. This orientation may be conducted by a Union Staff Representative or a bargaining unit Union Officer on paid time.

## 11. WORK WEEK

- a. Work week – See definition in Article 5 of the National Addendum
- b. An employee who is subject to being assigned to a non-traditional work week will be offered, on the basis of seniority, the opportunity to move into a traditional work week schedule within her current classification when the Region determines that there is a permanent vacancy on the traditional work week schedule.
- c. The current policy and practice for scheduling part time and per diem employees shall be maintained for employees in part-time or per diem status as of May 23, 1999. The Region may exercise its discretion in scheduling employees hired into or moving into a part-time or per diem position on or after May 23, 1999.

The Region may hire weekend per diem employees who will be paid for weekend work at 1.3 times the rate the employees otherwise would receive if they were not a weekend per diem employee. Weekend per diem employees must be available to work at least 4 weekend days per month and also must be available to attend required training and staff meetings during the week. A weekend per diem employee may volunteer to work during the week at the employee’s non-premium rate and may be scheduled for such work at the Region’s option.

After the schedule is issued to all bargaining unit members (full-time, part-time and per diem), other members may be added to the schedule. No bargaining unit member already scheduled will be required to switch to accommodate such request.

- d. The normal workday shall be eight (8) hours of work or such lesser amount of time as might be required to perform mobile functions for employees assigned to mobiles and **ten (10 hours or such lesser amount of time as might be required to perform functions for employees assigned to fixed sites)**. A full time employee who works a shift on a blood collection operation **or Fixed Site** shall be guaranteed forty (40) hours of pay per week. Any part time employee assigned 3 or more days per week in Workday

will be guaranteed 24 hours pay per week, a per diem employee will be guaranteed 8 hours per day.

e. Meal Breaks referenced in Section 8 of National Addendum

f. Employees may be required by the Blood Service to work in excess of the regular workweek. All employees shall be compensated at the rate of time and one-half (1½) the regular straight-time hourly rate for all hours worked in excess of forty (40) hours in one (1) week. **The workday is defined in section 11.4 above.** A day of compensated unscheduled PTO shall not be counted as any hours worked for the purpose of computing overtime. For employees hired after September 30, 2011, travel time shall not be considered hours worked for purposes of calculating overtime. Employees **regularly scheduled a five (5) day workweek** will be paid time and one half for hours worked on the sixth and seventh work day in a work week. **Employees Apheresis employees regularly scheduled a four day work week will be paid time and one half for hours worked on the fifth, sixth and seventh day of work in a work week.** There shall be no pyramiding of overtime.

## 12. SCHEDULING AND STAFFING

a. Work schedules shall normally be issued **three (3) weeks** in advance. The parties recognize that changes in scheduling may be necessary. ~~[Pending results of SAG]~~

12.1. The Region shall endeavor to provide a safe environment at all of its operations to ensure the safety of staff, donors, and recipients and to ensure that SQUIPP is maintained at all times. If at any time during the operation, the Drive Lead believes there is over-presentation of donors the Drive Lead shall inform their management team of their concerns. If an employee feels the Drive Lead is not appropriately addressing the situation, they may utilize the escalation process per Article 35 Health and Safety. Management shall then work with the Drive Lead to ensure that a safe donor flow is attained by practicing At Drive Management, canceling donor appointments, etc. Management and Charge will work with the expectation that drives will be completed without triggering a late end. **[Note: we need to be sure that the Article numbers match up when we update the entire contract]**

## 13. Licenses

b. Any RN classified employee employed or hired by the employer shall maintain their license as a condition of employment. Upon request the employer will assist the RN in obtaining the CEUs necessary for licensure renewal by granting unpaid time off to do so. **Additionally, the employer shall bear the cost of any PA or NJ RN license maintained by the RN. RN classified employees are strongly encouraged to be licensed in PA and NJ. Any employee hired or promoted into an RN classification after 12/31/24 will be required to be licensed in NJ and PA within 3 months of entering the position.**

c. **Employees completing a RN program will be reimbursed for the cost of their initial RN license (License only not background check etc.), however, to qualify for the license maintenance provision above they must be in a Nurse classification.**

## 19. GRIEVANCE AND ARBITRATION PROCEDURE

Step 2 If no settlement is reached, the grievance may be appealed to the head of Human Resources or designee within ten (10) calendar days, after the Step 1 decision was rendered.

The appeal will be discussed at Step 2 at the next scheduled semi-monthly Step 2 grievance meeting after receipt of the appeal by the head of Human Resources or designee. **Step 2 grievances shall be heard on the first and third Wednesday of the month at 8:30-9am. The Union will notify the Company of the 2<sup>nd</sup> step grievances it will present the Monday before the step 2 hearing. The hearing times can be expanded or canceled by mutual agreement of the Parties.** The employee shall be represented at such a meeting by a Union officer and/or Staff Representative of the Union. A Union Representative may also be present. The head of Human Resources or designee will render a decision ten (10) calendar days, from the date of the conclusion of the meeting.

## 26. PAID TIME OFF

All employees will be covered by the PTO provisions outlined in Article 16 of the National Addendum. Employees will continue to schedule time off in accordance with local agreement(s), practices and the provisions outlined below for the duration of this Agreement.

- a. Employees' requests for scheduled PTO days and the scheduling of such days shall be determined as follows:
  - xii. ~~Current scheduling practices for scheduling annual leave for 800 number, and production planning auditing will be maintained for purposes of scheduling PTO.~~
- b. Repeated unscheduled absences may subject an employee to discipline in accordance with the attendance policy.
- c. Emergency Day. Once each calendar year, an employee who has worked for the Region for at least twelve (12) months may request approval for an emergency day off to address bona fide emergency situations that are not known in advance. The employee must submit a written request, with accompanying documentation, to Human Resources within five (5) calendar days of the emergency. If approved by Human Resources in its discretion, the emergency day will be charged against the employee's annual PTO allotment but shall not be counted as an occurrence under the Attendance Policy. Employees who have five (5) or more occurrences in the previous twelve (12) months and employees who have exhausted their PTO for the year are not eligible for an emergency day. **[note: The Parties agreed to provide an instructional Memo to all employees on an improved emergency day off process]**

A regular employee who transfers to per diem or temporary employee status shall receive unused accrued PTO days in the next scheduled paycheck, provided that any PTO days used in advance of accrual will be deducted from the next scheduled paycheck.

- d. A regular employee who terminates employment with the Region shall be paid for all unused accrued PTO days, provided that an employee voluntarily terminating employment must give two weeks notice of the intent to terminate employment. Pay for PTO taken in excess of PTO accrued up to the time of termination will be considered to be part of and credited to the Region against the final salary payment.

## 26. ATTENDANCE POLICY

- d. A lateness of ~~two hours or more in excess of 30 minutes~~ will result in use of the employee's PTO time to provide pay for each hour the employee is late. If the employee does not have accrued PTO, it will not count as an occurrence for UPTO, but the employee will not be paid for the hours late. **When an employee is reassigned to a different drive, they will not be charged PTO if their reassignment results in a late arrival.**

## 28. LEAVES OF ABSENCE

- a. Employees shall continue to accrue seniority during an authorized leave of absence without pay. However, employees shall not accumulate PTO or Catastrophic Sick Leave during the period of the absence where such absence exceeds one (1) month.

**Refer to article 19 of the NA** Health insurance benefits, including **the Company's share** of the premium costs, will be maintained for the duration of a Family and Medical leave. Employees on Family and Medical leave will continue to pay their share of the premium costs. For all other approved leaves of absence without pay, health insurance benefits, including the Region's share

of the premium cost, will be maintained for the remainder of the month in which the leave of absence commenced. At the end of such period, the employee shall have the option of continuing her health care coverage under COBRA, provided that she makes timely payment(s), for the full length of the leave of absence, to the Region for the full cost of the coverage.

- a. An employee requesting a leave of absence under this Article shall submit a request specifying the expected date of return. An extension of a leave shall be requested as soon as the need is known, but no less than seventy-two (72) hours, excluding weekends, prior to the expected date of return.
- b. In the event that any applicable law **requires** benefits beyond what is contained in this Agreement, the law shall apply to all bargaining unit members.

## 29. FUNERAL LEAVE

The Region will grant a full-time regular or part-time regular employee with at least 180 calendar days of service up to three (3) days funeral leave with pay to handle the necessary family details and to attend the funeral of an immediate family member. **Up to Five (5) days of paid funeral leave will be granted if:**

- A. **the deceased family member resided or the funeral is held more than 400 miles (one direction) from employee's home address.**

**B. the employee has primary responsibility for making arrangements, handling matters associated with the death or imminent death of the family member or other extenuating circumstances requiring immediate attention.**

Immediate family includes: parent, child, spouse (domestic partner), brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepparent, stepchild, stepbrother, stepsister. **Other relatives will be considered on a case-by-case basis.** The Region reserves the right to require verifying documentation of the death of the immediate family member.

## **32. HEALTH AND WELFARE AND RETIREMENT BENEFITS**

Health insurance and related benefits shall be administered in accordance with Article 17 and 18 of the National Addendum. Employees will no longer be eligible to participate in the Employer sponsored Health and Welfare plans (i.e. Medical, Dental, Vision, Life Insurance (including Supplemental Life), Disability (both Short- and Long-Term), Wellness Incentive and Health Care Flexible Spending Account plans. Retirement benefits shall be administered in accordance with Article 19 of the National Addendum.

**Bargaining unit employees shall receive benefits under the benefits package agreed upon in the National Addendum which includes medical, dental, vision, short term disability and life insurance. These benefits shall be administered in accordance with Articles 19 of the National Addendum.**

## **34. PERSONAL EXPENSE REIMBURSEMENT & PARKING**

- a. The Region shall continue to provide free parking to employees at the Musser Center.
- b. The Region shall make prior arrangement for free parking for employees whenever possible at mobile sites. Where reasonable efforts to secure parking have not been made, the Region shall reimburse employees for all business related parking expenses. ~~up to a maximum of \$125 per fiscal year effective July 1, 2008. Effective January 1, 2012, the parking reimbursement shall be up to a maximum of \$125 per calendar year. In addition, each employee may elect each calendar year before the start of the calendar year to either have an additional \$75 available for parking reimbursement that calendar year or have the \$75 added to his or her HSA.~~

## **35. HEALTH AND SAFETY**

- c. If an employee at a collection site believes it is unsafe to proceed with the operations because of the type or condition of the facilities available, including the availability of equipment provided and/or the ability to conduct confidential histories, the employee shall notify the ~~Senior Manager or other person in charge Charge or Team Lead~~. That person will take appropriate action, which may include contacting the ~~Director of Collections or the designated Collections Department (“CD”)~~ Supervisor or Manager or their representative, and/or the Division Safety Officer. If appropriate action is not taken, the employee may

contact either their Team Supervisor, Process Support or Quality Assurance directly.

**New Section - Health and Safety Committee (to be added to H&S Article)**

**In furtherance of the Employer's and Union's shared goals of maintaining a healthy and safe work environment, the Region and the Local will establish a Joint Health and Safety Committee which will meet every other month for 1 hour, at a regular day and time to be determined by the Parties. At a minimum, the RDSE or their designee and the Fixed Site Director or their designee shall be present at the meeting. The Union shall identify two Union representatives to the Health and Safety Committee for the purpose of attending such meetings. Such time shall be compensable. The Union shall provide an agenda of drives to discuss at least 7 days prior to the meeting, or else the meeting will be cancelled until the next scheduled meeting. The Parties may reschedule meetings by mutual consent.**

**25. WAGES**

- a. The Region agrees to make the following adjustments to wages: All base wage rates set by the local CBA to be increased pursuant to the NA.
- b. Minimum wage rates will be as follows:

HPAE wage table 2024 through 2028 - Position minimums					
Classification	2024	Jan-25	Jan-26	Jan-27	Jan-28
Collection Tech II	\$ 19.40	\$ 19.79	\$ 20.18	\$ 20.59	\$ 21.00
Collection Tech III	\$ 20.40	\$ 20.79	\$ 21.18	\$ 21.59	\$ 22.00
Collection Specialist I	\$ 22.00	\$ 22.44	\$ 22.89	\$ 23.35	\$ 23.81
Collection Specialist II	\$ 22.40	\$ 23.29	\$ 23.68	\$ 24.09	\$ 24.50
Collection Specialist II, RN	\$ 32.00	\$ 32.64	\$ 33.29	\$ 33.96	\$ 34.64
Collection Specialist I, RN	DNE	\$ 30.64	\$ 31.29	\$ 31.96	\$ 32.64
Coordinator, Timekeeping	DNE	\$ 20.00	\$ 20.40	\$ 20.81	\$ 21.22
Asst II, Calendar Planning	DNE	\$ 20.00	\$ 20.40	\$ 20.81	\$ 21.22
Scheduler	DNE	\$ 20.00	\$ 20.40	\$ 20.81	\$ 21.22
Auditor	DNE	\$ 20.00	\$ 20.40	\$ 20.81	\$ 21.22

HPAE North Jersey wage table 2024 through 2028 - Position minimums					
Classification	2024	Jan-25	Jan-26	Jan-27	Jan-28
Collection Tech II	\$ 19.40	\$ 20.78	\$ 21.19	\$ 21.62	\$ 22.05
Collection Tech III	\$ 20.40	\$ 21.78	\$ 22.19	\$ 22.62	\$ 23.05
Collection Specialist I	\$ 22.00	\$ 23.56	\$ 24.03	\$ 24.51	\$ 25.00
Collection Specialist II	\$ 23.90	\$ 24.28	\$ 24.69	\$ 25.12	\$ 25.55
Collection Specialist II, RN	\$ 32.00	\$ 33.95	\$ 34.62	\$ 35.32	\$ 36.02

The Region also may hire employees at higher rates due to relevant experience by offering a hire rate that is up to the wage rate being paid to an employee in the same job classification with the same number of years of experience at the Region. **Such relevant experience shall be shared with the local union prior to hire.**

(c) A collection staff employee who has her primary residence in one of the following New Jersey counties will ~~receive a 4% wage rate increment be paid in accordance with the Northern New Jersey wage table above~~ so long as she continues to have her primary residence in one of those counties: Sussex, Passaic, Bergen, Warren, Morris, Essex, Hudson, Hunterdon, Somerset, Union or Middlesex. ~~Effective the first full pay period on or after November 1, 2005, the wage rate increment will increase by 3.5%. In the event that a member receives a promotion and a new base rate that negates the increase referenced above, the increase described above will be applied to the new base rate.~~

1.1. A pheresis trained employee who has been awarded a regular fixed-site position where pheresis operations are conducted will receive the pheresis rate for her position for all paid hours. An employee, trained in pheresis, who is not awarded a regular fixed-site position where pheresis operations are conducted, will receive the pheresis rate only when assigned to such a site.

- a. Upon promotion to CSII (Charge or Team Lead), an employee's wage rate will be adjusted to the minimum of the range for the position to which she has been promoted, or will be increased by ~~one dollar (\$1.00)~~**two dollars and fifty cents (2.50) per hour.**
- b. Upon promotion to CTIII, an employee's wage rate will be adjusted to the minimum of the range for the position to which she has been promoted, or will be increased by one dollars (1.00) per hour, whichever is greater.

#### **LETTER OF AGREEMENT RE MCS AWARD**

On a drive where MCS is running and there are four (4) productive procedures per each machine assigned on that drive, then each MCS staff on that drive will receive a ~~\$10-\$15~~ customer service award. ~~Consistent with the National Addendum, Article 14, Sections 4 and 5, this differential shall remain in effect until the new payroll and HRIS system goes live on July 1, 2016 or at a later time. This premium will be continued or eliminated as determined by the process outlined in Article 14, Section 6 of the National Addendum.~~

#### **LETTER OF AGREEMENT – Inclement Weather**

1. There will be a Committee that meets in the fall of each year to discuss preparation for the upcoming ~~winter~~ season, including timely notification of staff and the use of PTO and UPTO on ~~snow-iclement weather~~ days. This can be part of an existing Labor-Management Committee meeting that includes scheduling and donor recruitment staff. **Inclement weather shall be defined as severe weather that significantly impacts the ability of staff to travel. Examples include but are not limited to snowstorms, hurricanes, severe flooding etc.**

2. If an employee who is scheduled to work calls out because of ~~snow~~ inclement weather, the employee will not be charged with an occurrence for a UPTO or LWOP if the employee's work assignment is later cancelled and other employees assigned to that work assignment are not offered reassignment. If, however, the assignment is not cancelled or the assignment is cancelled but other employees scheduled on that same assignment are offered reassignment, then the employee will be charged with an occurrence for UPTO unless the employee lives in an area that is significantly more impacted by the ~~snow~~ inclement weather than other employees scheduled on that assignment, in which case a PTO day will not be unreasonably denied if requested. The Region's determination shall be based on the employee's address as reflected in HR Direct Access as of that date. In the event of weather related reassignments, an employee will only be reassigned once and may refuse any additional reassignments.

### **LETTER OF AGREEMENT: North Jersey Wage Correction**

The Union identified an issue with employees being hired in northern New Jersey that may not have received the appropriate compensation. The Company will:

- Identify employees hired in the covered counties and their current rate of pay and pay history
- For those not having the 7.5% added per the contract, wage and title data will be reviewed to determine if the error was corrected prior to this agreement.
- The Union and Red Cross will discuss how to correct any employee not corrected.

Such review shall be completed by the Parties by 2/28/25.

### **LETTER OF AGREEMENT: CSII Retro Pay**

Per the implemented CSII agreement, the Company will do the following within 30 days of ratification of the agreement.

- a. Current Collection Tech III's promoted to Collections Specialist II shall receive the base wage for the position or an additional \$2.00 per hour (or per the National Addendum) applied to their base wage, whichever is greater. Existing Collection Specialist II's (Charges) wages shall be adjusted to bring their Charge increase to the \$2.00 amount (for example: a Charge who received \$1.00 at promotion to Charge will be increased by \$1.00 to bring their baked in pay to \$2.00)
- b. Current Donor Collection Specialist I's promoted to Collection Specialist II shall receive the base wage for the position, or a base wage increase of \$2.00 per hour (or per the National Addendum) applied to their base wage, whichever is greater. Existing Collection Specialist II's (Charges) wages shall be adjusted to bring their Charge

increase to the \$2.00 amount (for example: a Charge who received \$1.00 at promotion to Charge will be increased by \$1.00 to bring their baked in pay to \$2.00)

Such adjustments shall be retroactive to the payroll week of the date of implementation of Impact, September 23, 2024.

Agreed:

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HPAE L5103

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Red Cross