

Agreement Between  
The American Red Cross,  
Minnesota/Dakotas Region And  
American Federation of State, County & Municipal  
Employees, AFL-CIO, Local 3931, Council 5  
January 1 1, 2025 through December 31, 2028

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## **Article No. 01**

### **AGREEMENT**

Section 1. THIS AGREEMENT, entered into the 1<sup>st</sup> day of January, 2025, by and between THE AMERICAN RED CROSS Minnesota/Dakotas Region, 100 South Robert Street, St. Paul, Minnesota (hereinafter called the "Employer") and AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO, and its MINNESOTA COUNCIL 5, LOCAL UNION 3931 (hereinafter called the "Union").

The positions specifically covered by this AGREEMENT include regular full time and regular part time laboratory technologists, laboratory technicians, instructors and technical assistants, expressly including but not necessarily limited to, the reference laboratory technologist, the laboratory technologist neutrophil, the education lead technician, and the biomedical equipment technician employed by the Employer at its facility located at 100 South Robert Street. This AGREEMENT excludes all other facilities and positions, expressly including but not necessarily limited to, Research Scientists, office clerical employees, professional employees, guards and supervisors as defined in the Act, as amended.

This AGREEMENT applies only to these employees and not to employees of any other American Red Cross affiliated operating unit or at any other facility.

Section 2. The parties agree that they have bargained fully with respect to all proper subjects of collective bargaining and have settled all such matters as set forth in this AGREEMENT.

## **Article No. 02**

### **PURPOSE, INTENT AND AGREEMENT EFFECT**

Section 1. This Agreement sets forth the entire understanding and agreement of the parties and supersedes all prior agreements and practices, oral and written, expressed or implied, except as provided in other provisions of this Agreement. The Agreement may be modified only by mutual agreement of the Employer and the Union. Nothing in this Agreement shall be construed as requiring either party to do or refrain from doing anything not explicitly and expressly set forth in this Agreement; nor shall either party be deemed to have agreed or promised to do or refrain from doing anything unless this Agreement explicitly and expressly sets forth such agreement or promise.

Section 2. It is agreed that the Union shall have no right to demand of the Employer anything not provided in this Agreement. It is agreed that the Employer shall have no right to demand of the Union anything not provided in this Agreement.

It is, therefore, specifically agreed that all bargaining obligations, unless specifically reserved in this Agreement for future negotiation, are hereby waived by the parties with respect to all matters subject to collective bargaining during the term of this Agreement.

## Article No. 03

### DEFINITIONS

Section 1. Employees. The positions specifically covered by this Agreement include regular full time and regular part time laboratory technologists, laboratory technicians, instructors and technical assistants, expressly including but not necessarily limited to, the lead reference laboratory technologist, the laboratory technologist neutrophil, the education lead technician and the biomedical equipment technician employed by the Employer at its facility at 100 South Robert Street. This Agreement excludes all other positions, expressly including but not necessarily limited to, Research Scientists, office clerical employees, professional employees, guards and supervisors as defined in the Act, as amended.

Section 2. This Agreement applies only to these employees and not to employees of another American Red Cross affiliated operating unit or at any other facility. Weekday as used in this Agreement, the term "week day" shall mean Monday, Tuesday, Wednesday, Thursday and Friday.

An employee in any classification who desires to change from full-time to part-time status shall be considered as follows, if ARC determines that it needs part-time staff:

Qualifications for the part-time position shall be determined by the ARC. If a part-time position can be supported, the employee's FTE will be reduced on the next available schedule or as deemed appropriate by the ARC.

Section 3. Calendar day. As used in this Agreement, the term "calendar day" shall mean from one midnight to the next.

Section 4. Employment Categories. The definition of full-time, part-time and temporary employees shall be as stated in Article 5 of the National Addendum. Per Diem employees will continue to be recognized under this Local Agreement. However, to determine which employment category they fall under, per diem employees' work status will be evaluated and defined in accordance with Article 5, Section of the National Addendum.

Section 5. ]Hire Date. As used in this Agreement, the term "hire date" shall mean the date an individual begins work with Employer as either a regular full-time or regular part-time employee. This date does not apply to per diem or temporary employees.

Section 6. Gender. All references to employees contained in this Agreement shall be deemed to apply to both male and female employees, regardless of the gender implied in the reference, except for those matters which from the context can only apply to one sex or the other.

Section 7. Department. As used in this Agreement the term "department" shall mean the Laboratory at Employer.

Section 8. Section. As used in this Agreement, the term "section" shall refer to each of the two groups within the Laboratory; Manufacturing and Clinicals.

## Article No. 04

Section 1. The Employer recognizes the Union as the sole collective bargaining representative of its employees as defined herein for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, subject to and in accordance with the terms of this Agreement and the provisions of the Labor-Management Relations Act of 1947, as amended.

Section 2. The positions specifically covered by this Agreement include regular full time and regular part time laboratory technologists, laboratory technicians, instructors and technical assistants, expressly including but not necessarily limited to, the lead reference laboratory technologist, the laboratory technologist neutrophil, the education lead technician, and the biomedical equipment technician employed by the Employer at its facility at 100 South Robert Street. This Agreement excludes all other facilities and positions, expressly including but not necessarily limited to, Research Scientists, office clerical employees, professional employees, guards and supervisors as defined in the Act, as amended.

Section 3. If the Employer proposes to establish any new, nonsupervisory Laboratory position titles at the covered facility, it will notify the Union twenty (20) days prior to implementation. The Union and Employer shall meet and discuss the inclusion of the title in the Bargaining Unit during the twenty (20) day notice period. Any disputes regarding inclusion or exclusion that remain unresolved following this discussion shall be promptly referred to the National Labor Relations Board for a decision. Wages for newly established titles included in the Bargaining Unit shall be negotiated. If no agreement is reached on wages, the Employer's wage proposal shall be implemented for the duration of the contract period.

Section 4. It shall be a condition of employment that all employees of the Employer covered by this Agreement who have completed thirty (30) calendar days of employment shall either become and remain members of the Union during the term of this Agreement or pay a monthly service fee determined by the Union.

Upon receipt of a valid signed authorization, the Employer shall deduct from each employee's biweekly pay the duly authorized dues or service fee, payable to the Union for the period specified in such authorization. The amounts of such dues or fees will be certified to the Employer by the Financial Secretary of the Local Union. Failure to authorize either dues deduction or service fee within thirty (30) days of nonprobationary employment shall result in termination.

Deductions authorized by Local 3931 for dues or service fee shall be made biweekly and shall be remitted to the Union no later than the tenth (10th) day of each month for the previous month. If an employee has insufficient earnings, giving due consideration to minimum wage laws, any month to equal the dues deduction or initiation fees deduction, as the case may be, the deduction shall be made in the next payroll period in which the employee has sufficient earnings. The Employer shall furnish the Union each month with a record of deductions made during the month. The Union shall hold the Employer harmless from any and all claims arising from its compliance with this provision.

The Employer shall provide the Union with the name, address, classification, wage rate and hiring date of any new employee hired to fill a job covered by this Agreement, and further, the Employer shall provide the Union with the name of any employee covered by this Agreement who terminates employment.

This Agreement applies only to these employees and not to employees of any other American Red Cross affiliated operating unit or at any other facility.

Section 5. The Employer shall designate a single bulletin board of reasonable size for use by the Union at an accessible location within the NCBS facility determined by the Employer. The Union shall be responsible for maintaining the bulletin board in a neat and professional manner, and shall use the bulletin board for official business only. The Union shall not use, or permit the use of, the bulletin board for purposes derogatory to the Employer or otherwise not suitable for display in the work place.

Section 6. The parties acknowledge their shared commitment to developing and maintaining a workplace environment characterized by mutual respect and effective communication. To assist in that process, the parties will participate in a monthly Joint Labor Management (JLM) meeting. Records will be maintained, including minutes, to permit the committee to function effectively. The communications committee shall meet at least once per month, and shall undergo such training, including that provided by the Federal Mediation and Conciliation Service, and maintain such records, including minutes, as are reasonably needed to permit the committee to function effectively. The purpose of the committee is to discuss issues of concern to employees and managers, and through the communications process to improve morale and effectiveness in the workplace. The committee shall function as a group intended to increase understanding, promote awareness, facilitate change, and encourage a regular dialogue between managers and union representatives regarding issues of shared concern. Either party may review their continued participation in the committee on an annual basis.

## **Article No. 05**

### **MANAGEMENT RIGHTS**

Section 1. Employer's Rights. It is understood and agreed that all of the rights, powers and authority of the Employer to manage and operate its business and operations are retained and vested in the Employer, except those specifically abridged or modified by this Agreement or any supplementary agreement that may hereafter be made.

Section 2. Management rights reserved to the Employer by this Article include, but are not limited to: the full control, management and operation of its business and its facility; the determination and scope of its activities, services to be provided, and all methods pertaining thereto; the location, size and number of all facility or service areas; the determination of materials, parts, products, machinery and equipment to be acquired or utilized, and the layout and scheduling thereof; the establishment of quality standards, the establishment of productivity standards and services to be rendered; the rights to establish, change, combine or eliminate jobs, duties, job classifications (if any) and job descriptions; the right to establish wage rates for new or changed jobs or positions as provided by Article 4, Section 3 of the Agreement; the right to introduce new or improved procedures, methods, processes, facility, machinery and equipment or to make other changes to promote efficiency, or to make technological changes; the right to maintain order and

efficiency and to issue, modify and enforce rules and regulations; the right to lay off employees; the right to discipline or discharge employees for cause as provided by Article 10 of the Agreement; the right to contract or subcontract subject to Article 4 of this Article; the determination of which facility or facility, or part thereof, shall be operated, relocated, shut down, sold or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof; the determination of the number of employees; the assignment of duties to employees including the right to assign work to supervisory employees as provided by Section 5 of this Article; the manning of equipment and the right to change, increase or reduce the same; the direction and control of the work force; the right to be the sole judge of applicants for employment, their qualifications, and fitness; the right to hire or refuse to hire any employee; the right to train; and consistent with the provisions contained in this Agreement, the right to take whatever action that is or may be otherwise necessary in the Employer's judgment and discretion to administer its operations and to direct its employees.

Section 3. The Employer's failure to exercise any prerogative or function hereby reserved to it, or the Employer's exercise of any such prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 4. Supervisors and volunteers may perform bargaining unit work in accordance with Article 9, Section 3 and Article 9, Section 8 of the National Addendum. It is understood and agreed by the Union and the Employer that for the Employer to operate its business successfully, subcontracting and contracting of work is a necessary element of the operating process. When the subcontracting or contracting (a) has the intent of laying off unit employees on the active payroll and (b) will have the effect of laying off unit employees on the active payroll, then and only then the Employer will provide the Union with notice fifteen (15) working days in advance of the decision to subcontract or contract and will be available to meet with the Union to discuss the intended subcontracting or contracting during the fifteen (15) working day period.

## **Article No. 06**

### **NO STRIKE - NO LOCKOUT**

Section 1. There shall be no lockout of Employees by the Employer during the term of this Agreement.

Section 2. Neither the Union, its officers, representatives nor unit members shall call, authorize, approve, ratify, or sanction any strike, sympathy strike, slowdown, secondary boycott, work stoppage, sit down strike, any interruption or curtailment of work, or limitation of service of any kind whatsoever during the term of this Agreement. Furthermore, neither the Union, its officers, representatives nor unit members shall call, authorize, approve, ratify, sanction, or engage in any picketing or patrolling against the Employer during the term of this Agreement. Employees working for the Employer are required to cross a picket line in order to perform their service, and the Employer agrees to take reasonable precautions to protect the safety of employees crossing a picket line. The Employer retains all rights to take all actions necessary to remedy any violation of this Article and subsection.

Section 3. The Union shall immediately disavow any conduct or acts prohibited by this Article as being in violation of this Agreement and the Union shall take immediate remedial action upon being notified of any such conduct or act. The Union shall undertake all acts within its power to cause the earliest cessation of such conduct or act, and the Union will report to the Employer within twenty-four (24) hours after it receives notice from the Employer of such conduct or act as to what actions it has taken to remedy same.

Section 4. An employee shall not cause, instigate or take part in any way whatsoever in any strike, work curtailment or restriction of service or any other act prohibited by this Article. Any employee who engages in such conduct or acts or who induces or instigates same shall be subject to summary discharge or other discipline at the Employer's discretion. The degree of discipline imposed, including discharge, shall be solely in the Employer's judgment and discretion and shall not be grievable; the issue of whether or not the employee committed the act, conduct, inducement, instigation or other violation, and only that issue, is subject to review under the grievance procedure.

#### **Article No. 07**

#### **NON DISCRIMINATION**

All bargaining unit employees are covered by the non-discrimination clause in Article 4 of the national addendum.

#### **Article No. 08**

#### **GRIEVANCE PROCEDURE**

Any complaints or disputes involving terms and conditions covered by the National Addendum, shall be governed by the national grievance and arbitration process in Article 23 of the National Addendum and not the local grievance procedure outlined below.

Section 1. A grievance shall be limited to a good faith complaint by an employee that the Employer has violated or failed to apply correctly a specific provision or provisions of this Agreement, not excluded from this grievance procedure.

Section 2. The purpose of the grievance procedure is to facilitate resolution of disputes at the lowest level of the procedure, including where possible through informal resolution. Before filing a formal written grievance, the employee is encouraged to meet with the immediate supervisor and, if the employee requests, a union representative, to discuss and seek a resolution of the problem.

Section 3. Grievances shall be handled and processed in accordance with the following procedure:

Step 1. Informal. An employee claiming a violation of this Agreement shall within ten (10) calendar days after the first knowledge of or the first date the employee should have known of the event giving rise to the grievance, present such a grievance to the immediate supervisor who is designated for this purpose.

A meeting will be arranged for the Employer and a Union representative to discuss the matter. The aggrieved employee may be present, if they desire, or if requested by either party.

If still unsettled, the Manager, Laboratory or designee will give the Employer's position within ten (10) calendar days after the meeting.

Step 2. If a satisfactory adjustment of the dispute is not reached in Step 1 above, the Union may submit a written request signed by the affected employee or employees, referring the grievance to the, Manager, Human Resources or other designee of the Employer within ten (10) calendar days after issuance of the answer from the Manager, Laboratory.

A meeting will be arranged to discuss the matter with the Union. The aggrieved employee may be present, if they desire, or if requested by either party.

The Manager, Human Resources or designee will give the Employer's position within ten (10) calendar days after the meeting.

Step 3. If the matter is not satisfactorily settled at Step 2 above, and the matter is one subject to arbitration, as provided for in this Agreement, the Union may, within fourteen (14) calendar days after receipt of the answer of the Manager, Human Resources or his designee, as referred to in Step 2, submit a written demand signed by the affected employee or employees requesting to arbitrate the grievance pursuant to Article 9.

Section 4. The failure of the Employer or its designated representative to respond to a grievance or to give the Employer's position within the time periods provided in this Article shall be regarded as a denial of the grievance in all respects.

Section 5. The time limits in any of the steps to the above grievance procedure may be extended only by written mutual agreement. Failure of the Union and/or employee to meet the time limits contained in this Article shall constitute an abandonment of the grievance and shall conclude the grievance procedure as to that matter.

Section 6. A grievance settlement shall in no case be made effective more than ten (10) days before the date on which the grievance was first presented in Step 1 of the Grievance Procedure.

Section 7. In processing a grievance through the Grievance Procedure, the Union shall have control over the processing of the grievance and its resolution on behalf of the employee or employees, subject to the requirement that the affected employee or employees must timely sign the written documents required to present the grievance in Steps 1, 2 and 3 for the grievance to proceed.

Section 2. A grievance is an allegation by an employee, the Union that the Region has violated an express provision of this Agreement. The Region shall also be permitted to file grievances against the Union.

Section 3.

Step One. The aggrieved employee (with or without a steward) shall attempt to adjust the grievance with the immediate supervisor within 10 days of the time they knew or should have known of the issue giving rise to the grievance.

Step Two. Within fourteen (14) calendar days of the grievant(s) knowing or having had reason to know of the event giving rise of the grievance, the individual employee or group of employees, together with their shop steward, must seek further adjustment by presenting a written grievance to the Department Director

or designee. The parties may, by mutual agreement, extend the fourteen (14) calendar day period. The grievance will be submitted on a form provided or approved by the Region and it shall state the specific Section of the contract alleged to have been violated, along with the nature of the grievance, the act or acts complained of, when and where they occurred, the identity of the grievant(s), and the remedy sought.

The Department Director or designee shall have a meeting with the Union and the aggrieved party or parties and/or steward, if requested by the Union, at a time to be mutually agreed upon, before answering or adjusting the grievance. The meeting can be held in person or via conference call. Such a meeting shall be scheduled within fourteen (14) calendar days from the date of filing of the grievance. The time for such a meeting may be extended by written mutual agreement of the parties.

Any grievance which is not presented to the Department Director or designee within the time periods specified in Section 10.3 of this Article shall be forfeited and waived by the aggrieved party and the Union. The employer's failure to respond within the prescribed time periods at either step of the grievance procedure shall be deemed to be a denial of the grievance, and the grievance may be taken to the next step after the expiration of those time periods.

Step Three. If the matter is not satisfactorily settled at Step 2 above, and the matter is one subject to arbitration, as provided for in this Agreement, the Union may, within thirty (30) calendar days after receipt of the answer of the Manager, Human Resources or their designee, as referred to in Step 2, submit a written demand signed by the affected employee or employees requesting to arbitrate the grievance pursuant to Article 11.

Section 4. The grievance and arbitration procedure of this Agreement shall be the sole and exclusive means available for resolving all claims of employees or the Union arising under this Agreement.

Section 5. 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.

1. The local parties will make a written request to the National Office of the American Arbitration Association to provide the parties a list of seven (7) NAA-certified, or Federal Mediation and Conciliation Service (FMCS) arbitrators, national in scope;

2. within ten (10) days of receiving the AAA list, the Local Union Leader or designee and the Vice President of Labor Relations of the American Red Cross, or their designated representatives, shall strike three (3) arbitrators by alternating turns. The parties shall determine who goes first by flipping a coin. The remaining arbitrator shall be selected for the hearing

## **Article No. 09**

### **ARBITRATION**

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

Section 1. If notice of a desire to arbitrate is not given within the time limit set forth in Article 8, Section 3, Step 3, then the Employer's decision shall be final and binding. Such notice shall be in writing and shall describe fully the nature of the grievance.

Section 2. Only matters which come within the specific definition of a "grievance" as set forth in Section 1 of Article 8 and which have been properly processed through the regular grievance procedure as set forth herein shall be considered. The parties shall promptly attempt to select an impartial arbitrator by mutual agreement within five (5) week days from date of notice of appeal to arbitration. In the event the Employer and the Union cannot agree on an arbitrator, the Union shall ask the American Arbitration Association to submit a panel of seven (7) arbitrators, and the Employer and the Union shall each have the right to request three (3) such Panels from the

American Arbitration Association. The parties will select an Arbitrator by alternately striking names from the panel, with the party bringing the matter to arbitration striking the first name from such list. The Arbitrator remaining shall be designated as the Arbitrator to consider the matter in dispute.

Section 3. The Arbitrator shall have authority to decide only the issue(s) submitted to them and shall have no authority to change, amend, modify, supplement, or otherwise alter in any respect whatsoever this Agreement or any part hereof. Any award of the Arbitrator within the above limitation shall not be retroactive in any case to a date more than seven (7) days before such grievance was first presented in the Grievance Procedure.

It is expressly agreed and understood that the decision of said Arbitrator shall be final and binding upon all parties.

Either party shall have the right to have a Court Reporter or other qualified stenographer prepare a stenographic record of any arbitration proceeding at its own expense.

Section 4. All fees and expenses incurred for the services of the Arbitrator shall be borne equally by the parties. The fees and expenses incurred by each party in the presentation of its case shall be borne solely by the party incurring the fee or expense.

Section 5. If a grievance has not been heard by the selected Arbitrator within one (1) year after the date the grievance was first presented, then it shall be deemed denied and shall not be heard by the Arbitrator; except that if the Employer causes the delay by its actions or lack of availability, the grievance shall be allowed to proceed.

## **Article No. 10**

### DISCIPLINE AND DISCHARGE

Section 1. This article does not apply to an employee who is on probation as defined in Article 15 of this Agreement.

## **Article No. 11**

### SAFETY

Section 1. The Employer shall take the steps which it believes are reasonable and necessary to provide a safe workplace for employees. Among other things, the Employer shall have the right to train employees, to require use of personal protective clothing, devices and equipment, to install and/or require the use of devices and equipment for safety purposes, to install and/or require the use of apparatus for detecting or monitoring hazards, and to make, keep and use safety records. The Employer shall be responsible for providing any specialized personal protective clothing, devices and equipment it requires the employees to use. The Employer shall provide such vaccinations as are medically required.

Section 2. The Employer shall take the steps which it believes are necessary to reasonably accommodate any disabled employee.

Section 3. The Union shall cooperate fully with the Employer in its efforts to provide a safe workplace for employees and shall advise the Employer immediately of any and all hazards, risks

and unsafe conditions in the workplace.

Section 4. The Union shall take, and cooperate with the Employer in taking the steps which the Employer believes necessary to reasonably accommodate any disabled employee.

Section 5. Every employee shall immediately report to the Employer any and all hazards, risks and unsafe conditions in the workplace.

Section 6. When the State DOT closes roads or there is a DOT 'no travel advised' alert covering the employee's residence or work location, the employee will not be required to work, and may be paid for their scheduled hours and will not receive an attendance policy occurrence and will only be reassigned to another draw or placed on TBS if road conditions allow for safe travel.

## **Article No. 12**

### UNPAID LEAVE OF ABSENCE

Section 1. Unpaid leaves of absence not to exceed ninety (90) calendar days may be granted by the Employer. Any request for such a leave of absence must be in writing to the Employer and shall state the reasons for the request.

Section 2. Any employee on leave of absence must give the Employer notice in writing 7 calendar days before returning to work.

Section 3. Any employee falsifying his reasons for a leave of absence or any employee failing to return at the expiration of the leave of absence shall lose their seniority rights and shall be considered as terminated.

Section 4. The Employer may grant leaves of absence of longer duration, including but not limited to when the leave is necessitated by the employee's disability.

Section 5. The Employer will maintain policies and provide leaves of absence for eligible employees as provided in the Family and Medical Leave Act of 1993 and all other applicable laws.

## **Article No. 13**

### PAID TIME OFF

**All employees will be covered by the PTO provisions outlined in Article 16 of the National Addendum. The selection of PTO shall be in accordance with the following:**

#### Section 1. 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. In an effort to provide a better work-life balance and approve more time off for employees and ensure that operations are appropriately staffed, the American Red Cross will offer the following Prearranged and Ad Hoc PTO and Floating Holiday (FH) request program.
  - Prearranged PTO – Staff will submit requests for prearranged PTO/FH during two (2) bid windows, on the first business days of September and March. Full week(s) of PTO/FH shall take precedent over individual PTO/FH days. The September bid window will be for time off for January 1 to June 30; the March bid window will be for time off for July 1 to December 31. The employee will have three weeks to submit their requests. The employer will disposition requests no later than October 15 for the January – June period, and April 15 for the July – December period. A minimum of 10% of employees in each classification (vacation groups) shall be allowed off on any given day. Local language or established practice regarding awarding PTO by classification will be followed.
  - Ad Hoc PTO/FH covers requests for personal business or other events that cannot be foreseen or planned during the prearranged PTO bid windows.
    - 1. The employee can only request Ad Hoc PTO after the bid window has closed. Ad Hoc PTO requests are first come, first served.
    - 2. Ad Hoc requests can only be requested before the final staff schedule has been created. Once approved, the Employer shall not rescind the scheduled PTO.
    - 3. If Ad Hoc PTO is requested after the staff schedule is posted, the employer will review and disposition the request. The employer has the right to deny the request if the request would create a negative scheduling or operational impact on the business.
    - 4. Ad Hoc requests will not be unreasonably denied.
  - Waitlist: If an employee request prearranged time off that the employer cannot fulfill, the employee will be put on a waitlist. If that date opens up throughout the year, the employee will be moved off of the waitlist and given the opportunity to take the day he/she requested PTO. During schedule build, the employer reserves the right to review and approve and open more PTO slots.
- I. When an employee uses PTO to cover an unplanned absence, the time will be accurately recorded by management as it is used. If an employee is on FMLA or extended

medical leave and has exhausted his/her paid leave, the employee will be required to use all PTO with the exception of five (5) days, which shall be reserved. The Union does not waive its rights under any applicable law or regulation.

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

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

Section 2. Funeral Leave. Leave with pay, not exceeding three days, (five days if over 200 miles away), may be granted to regular full-time employees in case of death in the employee's immediate family. Immediate family is defined as mother, father, spouse, sister, brother, child, mother-in-law, and father-in-law. Up to one day of leave with pay may be granted to attend the funeral of an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent, or grandchild. Regular part-time employees may receive one day of funeral leave for members of the immediate family. Funeral leave will not be counted against the employees earned paid leave.

Section 3. Attendance. Employees are expected to report to work regularly and on time in order for the employer to remain successful in meeting the demands of customers.

It is the responsibility of the employee to know their work schedule and to arrive at work on time. Employees are required to be at their workstation at their normal scheduled start time. A five (5) minute grace period will be provided.

If employees are going to be late or absent they are expected to notify their immediate supervisor or designated personnel at least one hour prior to their scheduled starting time. An absence or tardiness due to a circumstance determined by the employer to be beyond the employee's control will not be counted against them.

Absences of three workdays in a rolling twelve (12) month period without notification to supervisor will be considered job abandonment and will result in immediate termination. An unscheduled absence will be defined as an absence that has not been planned in advance or pre- approved by a supervisor.

Management reserves the right to require a physician's statement for three (3) or more consecutive absences that are caused by medical reasons in a rolling 12 month period. Occurrences will be defined as a single day or consecutive days related to the same absence.

Tardiness: When an employee has been tardy for three (3) days, counseling for improved performance will be initiated based on a rolling 12-month period as follows:

Number of days tardy:	Action:
3	verbal warning
4	written warning
5	probation/termination

Attendance: When an employee has three or more unscheduled absences (absence =occurrence), counseling for improved performance will be initiated based on a rolling 12-month period as

follows:

Note: An occurrence will be defined as a single day or consecutive days related to the same absence.

Number of Unscheduled Occurrences:	Action:
3	verbal warning
5	written warning
6	probation/termination

Exceptions: Employees with other needs requiring a personal leave or a need related to a medical condition (e.g. Family Medical Leave Act (FMLA) Provision, Workers Compensation) should refer to the North Central Blood Services Human Resource Personnel Manual or contact Human Resources staff for direction and guidance.

## **Article No. 14**

### **JURY AND MILITARY DUTY**

Section 1. Jury Duty. The Red Cross realizes that it is the obligation of all U.S. citizens to serve on a jury and appear as a witness when summoned to do so. All employees will be allowed time off to perform such civic service as required by applicable law. An employee summoned for jury duty or to appear in court must notify management, submit a copy of the summons as soon as it is received, and keep management informed of the dates and times of service as soon as they are known. Upon the conclusion of jury service, employees should obtain a certificate from the clerk of the court verifying the dates of service. If the length of jury service will cause a hardship for the Red Cross, the Red Cross may request that the court either postpone or excuse the employee from service.

An employee serving on jury duty will be paid their salary at the regular rate of pay (not including overtime or special forms of compensation such as incentives, commissions, shift differentials, or bonuses) for up to ten (10) days of jury duty unless otherwise required by applicable law. Time serving on a jury is not charged against accumulated paid time off benefits. Employees do not have to remit jury duty pay to the Red Cross.

An employee required to appear as a witness in court because the employee is suing, being sued, or serving as a non-state witness in a non-Red Cross related case may have the absences counted against accumulated paid time off benefits or may request leave without pay, unless pay is otherwise required by applicable law. However, exempt employees will be paid their full salary for any week in which they perform authorized work for the Red Cross. Leave without pay requires supervisory approval. The maximum approved leave without pay for witness leave is five (5) days, unless otherwise required by applicable law.

Employees must report to work on days when their services are not required by the court and are expected to return to work on any day or partial day of at least four (4) hours when services are not required by the court.

The Employer will provide employees with the same Jury Duty that is provided to other

employees in the Region, any benefit improvements or reductions will be applied on the effective date of the change. The Employer and the Union will meet fourteen (14) days in advance of the policy change to meet and confer.

Section 1. Military Reserve or National Guard Duty. Full-time employees shall have salary protection for duty with the United States Active Reserve or the National Guard for summer encampment or temporary emergency service for up to thirty (30) calendar days per year. If the employee's military pay is less than their regular pay, they shall receive the difference between his regular pay and the military pay for up to 30 calendar days per year. Military expense and travel allowances are not considered as part of military pay received. Nothing in this section is to be construed as violating local, state or federal laws.

## **Article No. 15**

### **PROBATIONARY PERIOD**

Section 1. An Employee's first six (6) months worked in the bargaining unit will be the only probation period served under this agreement.

Section 2. An employee may be discharged during the probationary period for any reason whatsoever with or without cause and without recourse. The grievance and arbitration procedure (Articles 8 and 9) shall not apply to any probationary employee and the discharge of any probationary employee is not grievable or arbitrable.

Section 3. Upon satisfactory completion of the probationary period an employee shall be considered a regular non-probationary employee and their seniority shall date from the beginning of that probationary period.

Section 4. If an employee is re-hired by the Employer after cessation of a prior period or periods of employment with the Employer, they shall be required to complete successfully a new probationary period and their seniority shall date from the beginning of that new probationary period (except as provided in Article 16, Section 3(a)). This Section shall not apply in the case of return from an approved leave of absence or recall from layoff, provided that the employee's employment with the Employer had not terminated prior to the return or recall.

### **SENIORITY**

Section 1. Seniority shall mean the length of continuous service as a regular employee of the Employer and or continuous service with another Red Cross Employer immediately preceding appointment to a position in the Bargaining Unit. The seniority of each employee shall be computed from the date of most recent hire. An employee hired into a position in the Bargaining Unit from another position with the Employer or another Red Cross Employer, may transfer up to two years of previously earned seniority.

Section 2. An employee who has not successfully completed the probationary period described in Article 15 shall have no seniority rights.

Section 3. An employee shall have their seniority rights and their employment terminated if the employee:

- (a) quits and does not return to employment within one year, provided that seniority does not accrue during the termination period.
- (b) is discharged for cause.
- (c) fails to report for work upon termination of any leave of absence granted under this Agreement.
- (d) fails to report for work within four (4) work days after being notified to report to work from layoff.
- (e) is laid off for a period of one year or for a period of time equal to their length of service at the time of layoff whichever is less.
- (f) engages in gainful employment while on any leave of absence under this Agreement without prior written consent of the Employer.
- (g) retires.
- (h) is promoted to a position with the Employer outside the Bargaining Unit covered by this Agreement and does not return to the Bargaining Unit within one year after the date of promotion, provided that no right to return to the Bargaining Unit exists if no job for which the employee is qualified is available within the Bargaining Unit.
- (i) is absent from the workplace for 12 months or longer due to injuries or illness not covered by Workers Compensation.
- (j) if previously employed by another Red Cross Employer or outside the Bargaining Unit, but not actively working for a Red Cross organization for more than 12 months.

Section 4. The Employer shall provide the Union with an updated seniority list on an annual basis.

Section 5. An employee on leave of absence or layoff must notify the Employer with any change of their address or phone number during such period.

### **Article No. 17**

#### LAYOFF AND RECALL

Section 1. When it becomes necessary to reduce the number of employees in a job classification, seniority by job classification within the laboratory among persons qualified to do the job will determine which employees will be displaced. To be regarded as qualified to do the job, the employee must be able to perform the work satisfactorily either within ten (10) working days or within other training time and competency directives prescribed by Red Cross guidelines.

Employees displaced through this process will not have the right to bump another

employee.

Employees who may be affected by a reduction will be given written notice ten (10) week days prior to the date of the reduction.

Employees who are laid off will be recalled based on inverse order of layoff, provided that the recalled employee must be able to perform the available work satisfactorily either within ten (10) working days of recall or within other training time and competency directives prescribed by Red Cross guidelines.

Section 2. Each unit employee laid off pursuant to this Article, and not offered a comparable position by the Employer within thirty (30) days of layoff, shall be eligible to receive up to two (2) weeks' pay in lieu of notice and one (1) week's pay for each year of completed service to a maximum combined payment of thirteen (13) weeks. For purposes of this section, a "comparable position" shall be based upon consideration of the job duties, salary and hours of work. Nothing in this section shall prevent the Employer from offering additional severance benefits in connection with any particular termination program. An employee electing the severance payment benefits provided by this section shall have immediately terminated employment and shall have no employment rights, no seniority rights and no recall rights.

## **Article No. 18**

### WORK RULES

The Employer shall have the right to adopt, implement, delete, enforce, and change work rules, except as limited by this Agreement. The Employer shall provide 14 calendar days notice before making a work rule change, and all work rule changes shall be reasonable and justified by business reasons.

### SHIFT AND WORK ASSIGNMENT

Section 1. The Employer shall have the right to establish and change the days and hours of each shift and the number of employees by classification and department assigned to each shift. The Employer shall give 14 calendar days notice before making changes. The employer will post weekend schedules for a minimum of eight (8) weeks, for eight (8) weeks in advance. The schedule will begin each new calendar year after the PTO sign up process is completed in November of each year. The January/February schedule will not comply with this provision to accommodate the positing requirements for the vacation sign-up process.

Holiday schedules will be posted one year in advance, before the annual vacation sign-up.

Section 2. If the Employer changes a shift's staffing or changes the hours or days of an existing shift or creates a new shift, employees may exercise their seniority by classification and department to select the new shift assignment. Employees shall have five (5) working days to notify the Employer in writing of their preference for the new shift. If there are no bids for a shift, the Employer may hire from the street or assign by inverse seniority. Notwithstanding the forgoing, the employer reserves the right to delay the effective date of shift changes or assign employees to a particular shift without regard to seniority for a period of ninety days for operational reasons.

Section 3. Except in emergencies or by agreement, a minimum of eight (8) hours shall separate an employee's regularly scheduled shifts. The Employer shall not be allowed to establish or change

the shift assignment for an employee as a disciplinary or punitive measure.

## **Article No. 20**

### WORKING HOURS

Section 1. The standard work day shall be eight (8) consecutive hours, exclusive of the lunch period, and the standard work week shall be forty (40) hours per week. This right remains in effect until an employee moves to a 40 hour week. Notwithstanding the above, nothing in this Section shall be interpreted to preclude the Company from maintaining, instituting or changing shifts or workweeks to obtain the production it desires per Article 7 of the National Addendum, which includes the right to require employees to work Saturdays or Sundays.

Section 2. Nothing in this Agreement shall be construed as a guarantee of hours of work per day or per week, or of days of work per week, for any employee. Meals and breaks shall be provided pursuant to Article 8 of the National Addendum. Employees may, by mutual agreement with their supervisor, arrange an alternate work schedule in order to be available for Employer scheduled training or meetings.

In assigning additional hours, the employee actually performing the job in question shall first be asked if they are interested in the assignment. If the employee performing the job in question declines the additional hours, qualified employees shall be offered the additional hours in order of seniority, beginning with the most senior employee. If no qualified employee voluntarily accepts the additional hours assignment, the Employer shall assign the additional hours to the qualified employee with the least seniority.

At the Employer's discretion, employees who are assigned involuntary overtime maybe be excused from work, without penalty, based on exigent circumstances. Such decisions will be made on a case-by-case basis and are not subject to the grievance procedure.

### VACANCIES

Section 1. A vacancy shall be defined as any unoccupied position within the Bargaining Unit which the Employer intends to fill.

Section 2. All vacant positions shall be posted for five working days. The posting shall include classification, minimum qualifications, work schedule and available FTE.

Section 3. The Employer shall consider all qualified employees who apply during the five working day posting. If all other job relevant qualifications are equal, the applicant with the greatest Bargaining Unit seniority shall be appointed to the position. Whenever possible vacant or newly created positions shall be filled by transfer or promotion from among present employees.

Section 4. Employees may express an interest in another position for which they are qualified by submitting a written request to the Manager, Laboratory.

## **Article No. 21**

### INSURANCE AND OTHER NON RETIREMENT BENEFITS

Bargaining unit employees shall receive benefits under the Coalition Steelworkers' Medical Plan which includes medical, dental, vision, and life insurance. These benefits, and short term disability, shall be administered in accordance with Articles 19 and 21 of the National Addendum. Retirement benefits shall be administered in accordance with Article 19 of the National Addendum.

## **Article No. 22** CLASSIFICATION AND SALARY RATES

Section 1. An employee under disciplinary warning will not be eligible for a salary increase during a disciplinary warning period. Upon satisfactory completion of the disciplinary warning period, any salary increase due will be granted as of the date ending the disciplinary warning period. For purposes of this section, a "disciplinary warning" means a written notice of performance deficiency or misconduct that includes a period not to exceed ninety (90) days for identified corrective action.

Section 2. Wage Schedule. Employees shall be compensated in accordance with the wage schedule attached to this Agreement as Appendix A.

Section 3. Advancement on the salary schedule following the effective date of the Agreement is based on 1,300 paid hours, exclusive of overtime, equaling one year, except that no employee shall accrue more than one year of service in any twelve (12) month period.

Section 4. New hires are to be placed on the salary schedule based on experience and market conditions. For purposes of salary schedule advancement only, persons with wages between steps on the schedule shall be regarded as having experience sufficient to be placed at the beginning of the step immediately below their pay rate.

Section 5. The Premium rates outlined in Appendix B of the National Addendum shall be applied under this Local Agreement.

Section 6. Lead Technician shall have a \$2.00 premium "baked in" to their base rate.

## **Article No. 23**

### HOLIDAYS

All holidays will be designated and administered pursuant to Article 15 of the National Addendum. All floating holidays shall be scheduled in accordance with local agreements and practices for the duration of the Agreement.



**Article No.  
24**

DURATION

Section 1. This Agreement shall be in full force and effect until December 31, 2028, and shall be renewed or reopened consistent with Article 24, Section 1 of the National Addendum.

**Article No.  
25**

SEPARABILITY

If any Article, Section, sentence or clause of this Agreement is held invalid for any reason by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article, Section, sentence or clause is restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement or application of such Article, Section, sentence or clause to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected. It is the intention of the parties in adopting this Agreement that no provisions of it shall become inoperative or fail because of the invalidity of any other provisions. If any Article, Section, sentence or clause is invalid or enforcement of or compliance therewith has been restrained, as above set forth, the parties shall enter into immediate collective bargaining negotiations, upon request of the Union or the Employer, for the purpose of arriving at a mutually satisfactory replacement.

**Article No.  
26**

VOTING

Employees who cannot reach their polling place outside their scheduled working hours will be permitted time off to vote or caucus on election day, with pay. The time off to vote or caucus should not exceed four hours and is not charged to available time off benefits.

IN WITNESS OF THIS AGREEMENT, the parties have signed this document on the \_\_\_\_\_ day of \_\_, 2025.

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, THE AMERICAN RED CROSS

Minnesota/Dakotas Region

AFL-CIO, MINNESOTA  
COUNCIL 5, LOCAL UNION  
3931

\_\_\_\_\_  
Business Representative

\_\_\_\_\_  
Human Resources Business Partner

\_\_\_\_\_  
Director, Labor Relations

\_\_\_\_\_  
Director, Manufacturing

\_\_\_\_\_  
President  
AFSCME 3931, Local 5

\_\_\_\_\_  
Director, Manufacturing

SIDE LETTER OF AGREEMENT

North Central Blood Services of

The American Red Cross

And

American Federation of State, County & Municipal

Employees, AFL-CIO, Local 3931, Council 5

The Union and Employer agree that the Employer may install video cameras in work areas frequented by bargaining unit employees. The purpose of the video cameras is to provide the Employer an additional tool to assist in investigating performance and process failures. It is the Employer's intent to use the video in this manner. If the Employer imposes discipline on a bargaining unit employee based on recorded video, the Employer will provide a union representative the opportunity to review the relevant recorded video as a part of the discipline process.

Before installing video cameras in the workplace, the Employer will meet and confer with the Union to secure input regarding the installation.

Dated this \_\_\_\_\_ day of March, 2012

For the Union:

For the Employer:

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John Ewaldt  
Business Representative

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Lisa R. Rohr  
Manager, Human Resources

## **LETTER OF UNDERSTANDING**

THIS AGREEMENT made and entered into this \_\_\_ day of December 2025, by and between American Red Cross and American Federation of State, County & Municipal Employees, AFL-CIO, and its Minnesota Council 5, Local Union 3931.

Based on issues raised by the union at negotiations about employees being able to serve on executive boards. In response the American Red Cross agrees during the term of the 2025-2028 CBA, that any person elected to the AFSCME Regional Board shall have up to sixteen (16) days off without pay for union business per year.

### **AMERICAN RED CROSS**

BY: \_\_\_\_\_