

**MEMORANDUM OF AGREEMENT BETWEEN AMERICAN RED CROSS,
NORTHEASTERN PENNSYLVANIA REGION AND COMMUNICATION WORKERS
OF AMERICA, AFL-CIO**

This Memorandum of Agreement summarizes the changes made to the 2007-2010 collective bargaining agreement between the American Red Cross, NEPA Region (the "Region") and Communication Workers of America, AFL-CIO (the "Union"). Contract language not addressed herein will remain the same as currently exists in the 2007-2010 agreement.

1. Article 1 Subsection (c) - Add "except that for purposes of benefits only, full-time means an Employee who is regularly scheduled to work at least 35 hours per week" at the end of the sentence.

2. Article 1 Subsection (d) – Add "except that for purposes of benefits only, part-time means an Employee who is regularly scheduled to work at least 20 but less than 35 hours per week"

3. The June 27, 2004 Automated Collections Side Letter will be replaced with the following: "If and when the NEPA Region opens a new facility at which bargaining unit employees will work, it will meet and discuss with the Union the effects on Employees."

4. Delete Article 3, Section 3.6

5. Article 4, Section 4.1 – Change "they actually join" to "he/she actually joins" in the last sentence

6. Article 8, Section 8.2 - Change "HR Director" to "HR Manager" in 2 places

7. Article 8, Section 8.5 - Change "HR Director" to "HR Manager"

8. Article 10, Section 10.4 - Change "Human Resources Director" to "Human Resources Manager" in 2 places

9. Article 11, Section 11.1 - Change "HR Director" to "HR Manager (or designee)"

10. Delete Article 23, Section 23.3 and renumber the remainder of the article accordingly.

11. Article 13 - Add "his or" in the second sentence between "end of" and "her probationary period." Delete "grievance and" in the second sentence.

12. Article 14, Section 14.1 - Change the first sentence to read as follows: "The NEPA Region will post notice of vacancies of all bargaining unit positions for seven (7) working days, exclusive of Saturdays, Sundays and Holidays."

13. Article 17, Section 17.3(a) - Add the following at the end: "Employees who request leave at least 4 months in advance in accordance with this paragraph will be notified of the approval or denial of their leave request at least ninety (90) days before the scheduled start of the requested leave."

14. Article 20, Section 20.1 - Replace the second sentence with the following: "Thereafter, if there is a change in the schedule, the NEPA Region shall post such changes in writing where accessible to a majority of staff." Delete "the schedule book" from the third sentence.

15. Article 24, Section 24.8 - Delete "Effective July 1, 2004." Add at the following at the end: "If an employee is not scheduled to serve as interpreter but is required to act as an interpreter on an as-needed basis, the Employee will receive an extra \$2.00 for the day."

16. Article 24, Section 24.10 – Add a new section as follows: "Employees who are required to attend a staff meeting on their scheduled day off will be credited with no less than two (2) hours work time for attendance at the meeting. Employees shall be paid for the actual time spent attending the meeting if it lasts more than two (2) hours."

17. The parties agree to the attached side letter re driving by collection technicians.

18. Article 17, Section 17.3(d) – Add a new section as follows: "It is the intent of the NEPA Region that employees on scheduled day at a time PTO leave will have their normal scheduled workweek reduced by the number of PTO days taken. Employees may volunteer for additional scheduled hours."

19. Article 24 Section 24.1 – Replace the existing language with the following:

"Effective the first full pay period following ratification, the following minimum and maximum rates of pay will be put into place:

<u>Job Classification</u>	<u>Minimum Hourly Rate</u>	<u>Maximum Hourly Rate</u>
Nursing Technician	\$12.39	\$13.66
Double Red Cell Technician	\$12.85	\$14.47
Apheresis Technician	\$13.62	\$15.13
General Maintenance Technician	\$13.09	\$14.55
Mobile Unit Assistant	\$12.77	\$14.18
Apheresis Recruiter	\$10.50	\$11.66

These minimum and maximum hourly rates will increase by 2.5% effective the first full pay period on or after July 1, 2012 and the first full pay period on or after July 1, 2013. The Region shall have the right to increase the minimum rates above in its discretion, provided that if the Region does so, any non-probationary employee in that job classification who is below the new minimum rate will be raised to the new minimum rate."

20. Article 24 Section 24.3 – Delete and renumber the remainder of the Section.

21. Article 24 Section 24.4 – Rename “Wage Increases” and replace with the following:

(a) “Effective the first full pay period following ratification of a new collective bargaining agreement, employees in the Nursing Technician job classification shall receive an increase of \$1.00 per hour. Employees in the Nursing Technician job classification who have completed two or more years of service in that position as of the effective date of this increase will receive an additional increase of \$.18 per hour effective the first full pay period following ratification.

(b) Effective the first full pay period following ratification of a new collective bargaining agreement, all other employees who have completed their probationary period and who are below the maximum rate will receive a 3% across-the-board wage increase, up to but not above the maximum rate. All Collection Specialist classifications and all others above their maximum rates will receive an equivalent lump sum payment. (An employee who will reach the maximum with less than a 3% increase will move to the maximum and receive the remainder in an equivalent lump sum.)

(c) Effective the first full pay period on or after July 1, 2012 and the first full pay period on or after July 1, 2013, all employees who have completed their probationary period and who are below the maximum rate will receive a 2.5% across-the-board wage increase, up to but not above the maximum rate. All Collection Specialist classifications and all others above their maximum rates will receive an equivalent lump sum payment. (An employee who will reach the maximum with less than a 2.5% increase will move to the maximum and receive the remainder in an equivalent lump sum.)

(d) Probationary employees will not receive the wage increases specified above until after they complete their probationary period.”

22. Article 24 Section 24.6 – Revise to read as follows: “Due to the nature of the NEPA Region’s operations, it may be necessary from time to time that the NEPA Region assign staff to work as an Acting Team Supervisor or to assign Automated Collections staff to work as an Acting Automated Collections Team Supervisor. When the NEPA Region makes such an assignment, the Employee shall receive an additional \$1.25 per hour for all hours worked as an Acting Team Supervisor or as an Acting Automated Collections Team Supervisor. An additional \$1.00 per hour rate will apply for all hours a General Maintenance Technician is assigned to work as the Acting General Services Supervisor.”

23. Article 23 Section 23.1 – Revise to read as follows: “Bargaining unit employees hired before July 1, 2009 participate in the American National Red Cross Retirement System, as amended from time to time at the sole discretion of the American National Red Cross. The parties agree that any changes or amendments to the plan automatically apply to bargaining unit employees to the same extent that such changes or amendments apply to the non-bargaining

unit employees. The Union will be provided advance notice of changes or amendments to the plan that substantially modify any benefits.”

24. Article 23 Section 23.4 – Revise to read as follows: “Employees will receive non-pension benefits at retirement, including retiree health, retiree life insurance and retiree gifts, on the same basis as such benefits are provided to hourly non-represented employees of the NEPA Region. The NEPA Region reserves the right to amend those benefits from time to time. The Union will be provided advance notice of changes or amendments to the plan that substantially modify any benefits.

Employees who take a normal retirement before June 28, 2014, will receive a monetary gift as follows: (a) 1 week’s gross pay for continuous service of less than 20 years but more than 10 years; (b) 2 week’s gross pay for continuous service of less than 30 years but 20 or more years; or (c) 3 week’s gross pay for continuous service of 30 or more years. (This paragraph is eliminated effective June 28, 2014).”

25. Section 23.6 – Revise as follows: “Employees in the bargaining unit are eligible to participate in the National 401(k) Savings Plan on the same basis and under the same terms and conditions as hourly non-represented employees of the NEPA Region. The terms of the 401(k) Saving Plan may be amended by the American Red Cross at any time in its discretion. The Union will be provided advance notice of changes to the plan that substantially modify any benefits.”

26. Article 21 Section 21.1 – Add the following to the list of relatives in the first sentence: “domestic partner, other legal dependent, person who has served as the employee’s parent, sister-in-law, brother-in-law, son-in-law, daughter-in-law.”

27. Article 19 Section 19.2 – Add the following at the end of the existing language: “It is the Region’s intention to provide employees with a 30 minute unpaid meal break on all collections of six hours or more.”

28. Article 19 Section 19.6 – Add the following at the end of the first sentence: “except that this sentence shall not apply to employees who are on a “40 in 4” schedule with the understanding that Mobile Unit Assistants and General Maintenance Technicians will not be required to work on a “40 in 4” schedule.”

29. Create new section as follows – “The parties will create a Drive Committee to discuss possible solutions to perceived problems regarding logistics of mobile unit operations. This could include reviewing issues that have arisen with sites for mobile unit operations in the past and reviewing upcoming mobile unit operations with an eye towards identifying and avoiding potential problems. The Committee shall consist of three (3) bargaining unit members selected by the Union and three (3) management representatives selected by the Region, one of whom will come from the Donor Recruitment Department. The Committee shall meet at least quarterly for the first year following ratification of the collective bargaining agreement at mutually agreed upon times, places and durations, and thereafter on a schedule determined by the Committee. Employees shall be paid for time spent attending Committee

meetings. The Committee shall develop recommendations to be presented to the Region for its review.”

30. Article 12 Section 12.3 – Add the following sentence at the end of paragraph (a): “For purposes of this Section 12.3(a) only, the corresponding Collection Specialist and Technician classifications shall be considered one job classification.”

31. Article 23 Section 23.2 – Replace the existing language with the following:

“The NEPA Region will provide the same group medical, dental, vision, long-term disability, short-term disability, EAP and life insurance benefits for employees and their dependents, under the same terms and conditions, the same costs of coverage and with the same employee contributions as for non-represented employees in the NEPA Region. It is understood that the NEPA Region may change group insurance providers during the life of this Agreement and that the number and type of plans being offered (e.g., PPO) may change from year to year. It is further agreed that any changes or amendments to the plan(s) automatically apply to the bargaining unit to the same extent that such changes or amendments apply to the non-bargaining unit employees in the NEPA Region.

(a) If a full-time employee’s spouse/domestic partner is eligible for medical benefits for which the employer of the spouse/domestic partner pays all or a portion of the premium, but the employee nonetheless elects to cover the spouse/domestic partner through a medical plan provided by the NEPA Region, then the employee will pay an additional \$100 per month for those medical benefits so long as this surcharge is charged to non-represented employees in the NEPA Region on the same terms. This surcharge shall not be subject to the limitations of paragraph (b) of this section.

(b) Further the parties specifically agree as follows for the term of the 2010-2014 Agreement:

(i) The current EPO Plan no longer will be offered beginning January 2012.

(ii) The MyChoice Program as created and announced by the Red Cross in 2011 will be implemented and offered to unit employees as of January 1, 2012. The 2011 PPO Plan design will be offered in 2012, but with a different carrier. The 2012 medical plan rates are attached.

(iii) The continuation of any PPO Plan and its format beyond 2012 shall be a priority topic of discussion by the National Labor/Management Forum (described in paragraph (c) below). The American Red Cross (“ARC”) agrees to share relevant and necessary data with the Union committee on a confidential basis as part of this process. After discussion in that Forum, if the ARC determines that a PPO or some other plan design is to be offered in addition to the MyChoice Plans after 2012, the actuarial value of the new plan shall remain the same as in 2012 and the premium cost sharing targets shall continue to be 90%/10% for employee only and 80%/20% for all other coverage tiers. Plan design change(s) shall be based upon actual and projected claims, utilization costs and associated implications.

(iv) Any premium increase in the My Choice Plans in 2013 and/or 2014 shall first be the obligation of the employee, subject to the limits described below. For 2013 and 2014, changes to employee premium contributions shall be based on the projected cost increase, if any, based on the plans' actual claims experience, but shall not increase by more than 10% over the employee premium share for the same plan and coverage tier in the prior year.

By way of example, if 2012 projected claims increase by 12.5%, employee contributions would increase by only 10% for 2013. Likewise, if the 2012 projected claims increase by 8%, employee premium contributions would increase by 8% in 2013.

(v) Within two weeks of learning of changes in health plans or benefit levels, including formulary changes, for each new plan year, the NEPA Region will notify the Union of such changes and, upon request, discuss with the Union the impact of such changes upon bargaining unit employees. Any such discussions, however, shall not prevent or delay the Region's implementation of the change.

(c) National Labor/Management Forum. The ARC will participate in a National Labor/Management Forum which will meet at least three times per year. A committee of Union representatives will be invited to participate, including one designated by the Communications Workers of America. The focus of the National Forum will be on health benefits."

32. Revise Section 25.1 to read as follows: "Employees are expected to dress in professional office attire or specified uniform attire consistent with their position. Employees who have successfully completed the probationary period and who are required to wear a specific type of uniform will receive a prorated uniform allowance and will be eligible for a uniform allowance in July of the fiscal year as follows:

(a) Benefited Full-Time Employees will be paid \$160 per fiscal year.

(b) Benefited Part-Time Employees will be paid \$120 per fiscal year

(c) Per Diem Employees who averaged at least twenty (20) hours per week during the previous year will be paid \$120 per fiscal year.

(d) Per Diem Employees who average less than twenty (20) hours per week during the previous year will be paid \$67 per fiscal year.

(e) Probationary Employees will be eligible for the uniform allowance after they successfully complete their probationary period. The uniform allowance will be prorated based on date of hire and length of employment

If the Region requires employees to wear a particular uniform, the Region will initially provide five sets of that uniform to employees and such employees will not be eligible for the uniform allowance described above."

33. The Union will withdraw with prejudice the three pending cases in which it has demanded arbitration. The parties agree that all pending arbitrations, grievances and

disputes of any kind related to interpretation of the collective bargaining agreement are hereby resolved.

34. Provided that the Agreement is ratified on or before January 31, 2012, the Region agrees to forego its right to recoup the overpayments of which employees in the bargaining unit were notified on or about October 27, 2010.

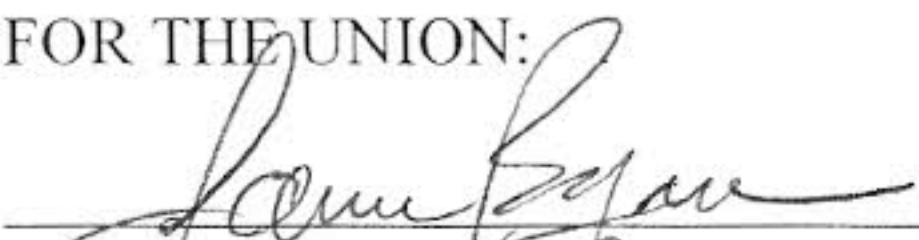
35. The parties agree that the existing side letter on steel toed shoes will be added to the collective bargaining agreement.


36. The expired Apheresis travel expenses side letter will be removed from the collective bargaining agreement.

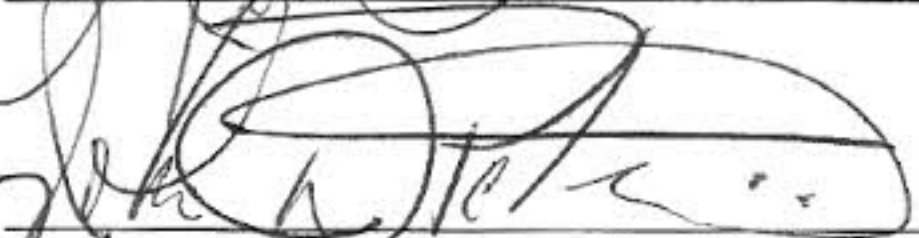
37. Article 27 Section 27.1 – Change May 31, 2010 to June 28, 2014.


38. The Union negotiation committee will unanimously recommend this Memorandum of Agreement to the bargaining unit for ratification.

FOR THE UNION:






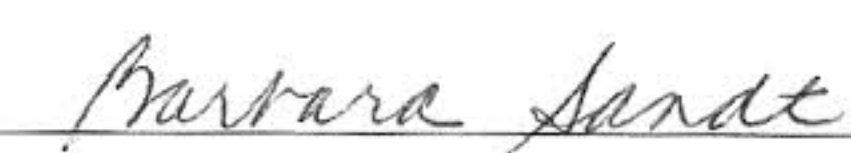





Date: 12/19/11

FOR THE REGION:







Date: 12/19/11

2012 Medical Rates

Medical Option	Total Monthly Premium	Full-Time Monthly Employer Contribution	Full-Time Monthly Employee Contribution	Part-Time Monthly Employer Contribution	Part-Time Monthly Employee Contribution
MyChoice Option 1					
Employee only	\$ 482.32	\$ 461.95	\$ 20.37	\$ 359.25	\$ 123.07
Employee + Spouse	\$ 1012.87	\$ 862.72	\$ 150.15	\$ 359.25	\$ 653.62
Employee + Child(ren)	\$ 916.42	\$ 780.57	\$ 135.85	\$ 359.25	\$ 557.17
Family	\$ 1495.19	\$ 1273.55	\$ 221.64	\$ 359.25	\$ 1135.94
MyChoice Option 2					
Employee only	\$ 532.30	\$ 461.63	\$ 70.67	\$ 359.25	\$ 173.05
Employee + Spouse	\$ 1117.86	\$ 862.08	\$ 255.78	\$ 359.25	\$ 758.61
Employee + Child(ren)	\$ 1011.42	\$ 779.98	\$ 231.44	\$ 359.25	\$ 652.17
Family	\$ 1650.16	\$ 1272.58	\$ 377.58	\$ 359.25	\$ 1290.91
Cigna PPO					
Employee only	\$ 513.21	\$ 460.13	\$ 53.08	\$ 359.25	\$ 153.96
Employee + Spouse	\$ 1077.74	\$ 858.90	\$ 218.84	\$ 359.25	\$ 718.49
Employee + Child(ren)	\$ 975.11	\$ 777.11	\$ 198.00	\$ 359.25	\$ 615.86
Family	\$ 1590.94	\$ 1267.90	\$ 323.04	\$ 359.25	\$ 1231.69

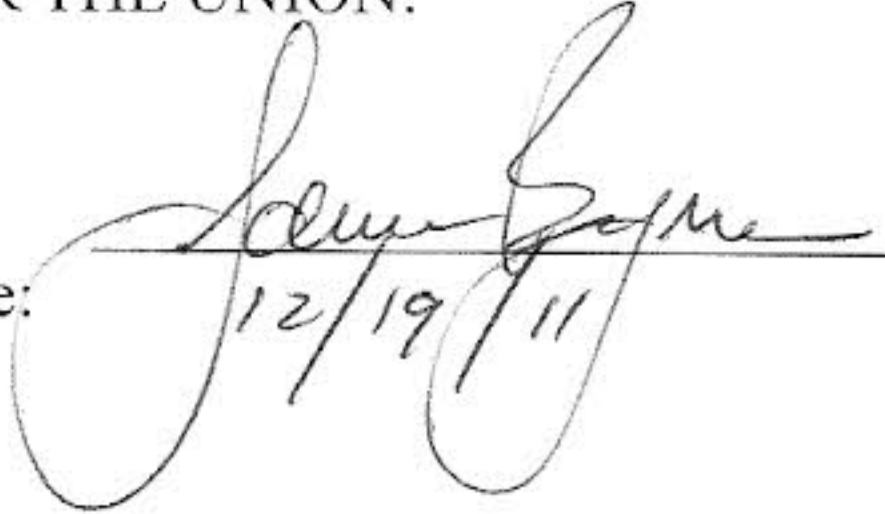
Side Letter re Selection of Drivers Among Collections Staff
July 12, 2010

In determining which Collection Technician or Collection Specialist assigned to a mobile collection site will drive a NEPA Region vehicle to and from the site, volunteers will be solicited first. If no qualified employee volunteers, an employee will be directed to drive in order of reverse seniority. An employee who asserts that he or she is fatigued as a result of a late ending time for a work assignment the previous night will not be required to drive, provided that there is a qualified staff member assigned to the mobile collection available to drive the vehicle.

Letter of Understanding re Pension, 401(k) and Retiree Benefits

The parties agree that language proposed by either party in collective bargaining negotiations for the 2010-2014 agreement regarding the right to make changes to pension, retiree and 401(k) benefits that was not made part of the collective bargaining agreement shall not prejudice the proffering party's position regarding the NEPA Region's right to make such changes under the language of the collective bargaining agreement. The fact that the language was offered and not accepted shall not be offered as evidence in any proceeding to support a claim that the collective bargaining agreement does not permit the NEPA Region to make such a change.

FOR THE UNION:

By: 
Date: 12/19/11

FOR THE REGION:

By: 
Date: 12/19/11

James Byrne
Assistant to Vice President
CWA District 13
230 S. Broad Street, Floor 19
Philadelphia, PA 19102

Dear Mr. Byrne:

This will confirm the agreement of the American Red Cross Northeastern Pennsylvania Blood Services Region ("NEPA Region"), beginning upon ratification of a new collective bargaining agreement, to provide the union with the name and address of employees who are hired into the bargaining unit represented by CWA Local 13500 within one week of their hire date. At that time, we will also provide the union with the basic work schedule for those employees for their first four weeks of employment. As we discussed, we will not be able to tell the union in advance exactly when a lunch will be for those employees but, while the employees are in training at the Blood Center, a 30 minute lunch break is generally taken between 12 p.m. and 1 p.m.

Yours truly,

A handwritten signature in cursive script that reads "Alexandra M. Durant". The signature is written in black ink and is positioned above the printed name.

Alexandra M. Durant