

**American Red Cross  
&  
Coalition of Unions**

**Settlement Agreement  
May 25, 2016**

**1. One Hour Over Scheduled Drive End (“Needle Out” Issue).**

For the purposes of applying Article 10, Section 7(C), the Parties agree as follows:

Effective on the Monday following sixty (60) days after the execution of this MOU,, the "belt line" shall be defined as follows, for the purpose of triggering the payment of the Late-End Drive penalty. The end of the belt line shall be the time at which the last donor's Phlebotomy End Time is recorded (as reflected by the actual timestamp), plus 15 minutes. For example, if a drive is scheduled for 10:00am to 4:00pm, and the Phlebotomy End Time is 4:50pm, then the penalty will be paid to those staff still on the drive after 5:00pm. If, on the same drive, the last donor's Phlebotomy End Time VPN is 4:40pm, then no penalty will be paid. Any employee who is required to remain on the drive regardless of whether he or she is directly assisting a donor or working on another assignment which causes the employee to remain on the drive more than one hour beyond the scheduled end of the drive, as defined herein, shall receive the late drive penalty pay. The definition shall be effective sixty (60) days following the date of this Agreement so that tracking processes can be re-engineered and supervisors and charges trained.

ARC shall not be liable for any penalties based on this revised definition of “beltline” on or before the effective date of this provision.

**2. One Hour Over Scheduled Drive End Time and Turnaround Pay**

ARC proposes to resolve all outstanding grievances filed and reports to the Issues Resolution Team as of 3/29/16 which are on the list of the Coalition’s confirmed claims: ARC will reimburse employees the \$25 or \$50 amounts as appropriate for those drives where the unions’ grievances or reports to the Issues Resolution Team are supported by credible evidence, backed up by ARC documentation, that the employee was present on a drive that extended beyond one (1) hour past the scheduled end of the drive (using either the canteen or “needle out” as the end of beltline), and / or if an employee did not have more than ten (10) hours between the conclusion of one shift and the commencement of the next.

If a claim on the Coalition’s list lacks the necessary information to verify it, then the Local Union has until Monday, May 2, 2016 to provide the information before the claim is denied in its entirety. This deadline may be extended if the Local Union is still waiting to receive information from the Red Cross. If the Local timely provides the missing information to support the claim and the claim amount for the entire grievance exceeds \$2500, then ARC may, in its sole discretion, deny the claim and the grievance will be advanced to Step 2 of the national grievance process.

### **3. Application of Late End Drive to Fixed Sites**

The overall purpose of the late end drive penalty is to deter management from ending drives beyond their scheduled end time so as to not negatively interfere with employees work/life balance. As it relates to fixed sites, if either party identifies late end drives as a recurring issue at a fixed site, the Red Cross agrees to meet with the local union within ten (10) business days to discuss the issue and potential solutions, including extending the late end drive penalty pay to fixed sites. Additionally, the Scheduling Advisory Group (SAG) shall consider extending the late drive penalty to fixed site locations in accordance with Article 10 of the National Addendum.

### **4. Meal Stipend**

Due to the variability of provisions covering meal stipends and allowances, ARC proposes dealing with this on a local level as part of the red-lining process. The Director of Labor Relations shall contact each affected Local Union to continue negotiations on how to resolve the issue. The current practice shall be maintained until July 1, 2016, and if the parties have not reached agreement by that time then the local union may pursue a grievance through the national grievance and arbitration process.

### **5. Early Release of Employees to Avoid Late End Drive and Turnaround Time Penalty Pay**

In order to avoid late end drive and turnaround time penalty pay outlined in Article 10, Section 7 of the National Addendum, employees may be released prior to the end of a late drive to minimize the number of employees working over one-hour beyond the scheduled end of the drive and to avoid turnaround time violations. In such cases, ARC will first select employees for release in an effort to minimize turnaround time violations. If there are no such issues, or there is more than one employee with a TAT issue, then the relevant employees will be released in reverse seniority order (unless a more senior employee volunteers for release).

Notwithstanding the above, employees may be released based on overtime considerations as provided by local contract language and practice. In addition, if employees are unable to leave the drive because of an ARC directive to ride in a ARC van or to carpool, then this language does not apply.

### **6. Completion of MUA Cross Training**

There is mutual agreement that ARC is entitled to commence cross-training in single union Regions effective immediately as ARC has completed implementation of MUA cross-training in all non-Union Regions.

### **7. MUA Wage Rate Upon Completion of Cross Training**

Consistent with Article 9, Sections 4 and 5, ARC shall continue to engage in local bargaining with Local Unions to determine an appropriate wage rate that shall be effective upon successful completion of cross-training, and upon request by the Local Union, ARC shall also bargain the impact of the program on affected bargaining unit employees. Any wage increase that is

negotiated pursuant to the above shall be retroactive to the date that the MUA successfully completes cross-training.

ARC's second proposal for a wage increase to be considered by affected Local Unions is outlined below:

Upon completion of the MUA cross-training, the MUAs shall receive the greater of the following two alternatives: a) MUAs move to the CT2 rate; or, b) MUAs receive a 3% base wage rate increase, as calculated in our initial proposal to the locals for the new wage rate. For option (b), the 3% would be paid as follows:

Option (b) further clarified -- For MUAs without CDLs who successfully cross-train into CT2 roles, we would provide a wage increase which is equal to 3% of the average base wage rate for all MUAs under that contract (w/out CDLs); and, for MUAs with CDLs we would provide a wage increase which is equal to 6% of the average base wage rate for all MUAs under that contract (w/CDLs). So for example, if the average base wage rate for all MUAs w/out CDLs in a given contract is \$15/hour, the increase for all MUAs w/out CDLs under that contract -- upon successfully completing the cross-training -- would be \$0.45/hour.

## **9. Deduction of Floating Holidays When Unplanned Absences Occur**

In instances where there is an unplanned absence, an employee's PTO is charged with the day of the unplanned absence. The issue is whether ARC can also deduct / charge an employee's floating holidays if the employee has no PTO to charge. There is a divergence as to how this is now applied at the field level with some Regions deducting a floating holiday when no PTO is available in response to an unplanned absence and other Regions limiting the unplanned absence deduction only to PTO. However, the NA does not provide for floating holidays to be used for unplanned absences, so ARC will agree that floating holidays will not be charged when an employee has an unplanned absence and the employee has no PTO from which the unplanned absence day can be deducted, whether or not it is requested by the employee, except in extenuating circumstances when, upon the employee's request, the supervisor approves use of the floating holiday in his/her sole discretion.

## **10. National Organizing Process Pursuant to NA Article 6**

The Coalition is preparing a counterproposal to ARC's proposed Article 6 process.

## **11. Initial Collective Bargaining Agreements**

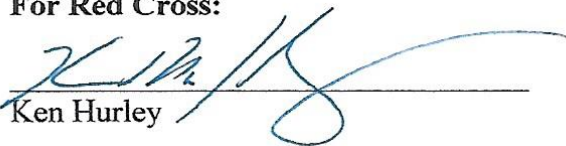
For those Coalition Unions whose Constitution allows newly-organized bargaining units to become covered by the National Addendum without an individual ratification vote by the BU, ARC agrees that it will use its best efforts to implement the National Addendum as soon as practicable after the date the election results are certified, but in no event shall that be later than the first of the month following sixty (60) days after election results are certified. These new bargaining unit employees still will be eligible to receive TeamCare on the first of the month after eight (8) weeks from the date of certification. Any Coalition Union wishing to take

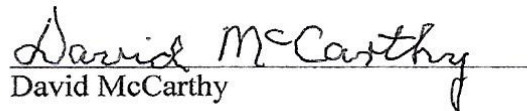
advantage of this Section shall notify ARC in writing of such desire within thirty (30) business days of this Agreement, and it shall apply to all such newly-organized bargaining units for the duration of this Agreement.

**12. Meal Breaks and Rest Periods**

The Local Parties shall meet within forty-five (45) days after the effective date of this agreement to negotiate a process to administer the meal and rest periods outlined in Article 8 of the National Addendum. If the parties are unable to reach agreement on an alternative process, then both parties shall be bound solely by the provisions of Article 8.

**For Red Cross:**

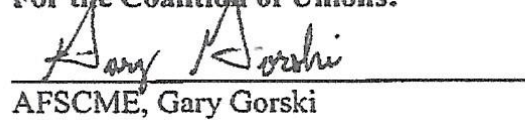
  
Ken Hurley

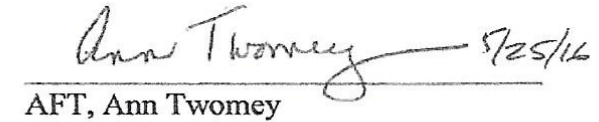
  
David McCarthy

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**For the Coalition of Unions:**

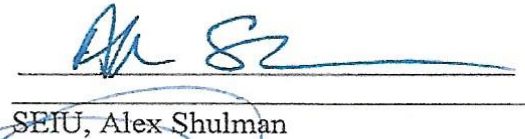
  
AFSCME, Gary Gorski

 9/25/16  
AFT, Ann Twomey

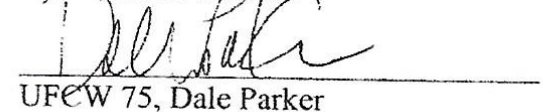
  
CWA, Marge Krueger

  
IBT, Nina Bugbee

  
IUOE 542, Rich Franzini

  
SEIU, Alex Shulman

  
UAW, Ellen Wallace

  
UFEW 75, Dale Parker

  
USW, Daryl Ford