

MEMORANDUM OF UNDERSTANDING

International Brotherhood of Teamsters Local 570

And

American Red Cross

Members of Teamsters Local Union 570, also the same employees of American Red Cross Greater Chesapeake and Potomac Region, on Sunday, July 18, 2021 voted not to open/negotiate the terms of the Local Bargaining Agreement.

The International Brotherhood of Teamsters Local Union 570 and the American Red Cross Greater Chesapeake and Potomac Region agree to extend the current Local Collective Bargaining Agreement (September 30, 2018 – September 30, 2021) in its entirety, through September 30, 2024.

The parties, below by their signature, are in agreement.

IBT Local Union 570



Date

May 27, 2022

American Red Cross



Date

6/2/22

time they will email this information to Union and RDSE within 24 hours, so it can be reviewed by both parties monthly.

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

D. Within ninety (90) days following ratification, staff in the Charge role at blood drives and in fixed sites, that are the only Charge on site will not have the 30-minute meal period deducted from their timecard. They are expected to remain on site during the entire drive/shift time and handle operational issues that may arise while they are taking their meal break For blood drives and fixed site operations where there is a Team Supervisor or another Charge available, it is expected that the Charge will take their unpaid thirty (30) minute meal break.

E. Extreme Extraordinary Circumstances Where Local management and the Local Union agree on a process for handling extreme extraordinary circumstances impacting the meal and break process, they should be aware of the following process as an example:

- 1. At the beginning of the drive Supervisors/Team Leads will discuss if such Extreme Extraordinary Circumstances arise would anyone Volunteer not to take the 30-minute Meal Period. A list will be created to honor Meal Breaks that absolutely must be given in this situation, so staff decisions feel honored.**
- 2. If a 30-minute Meal Period is not given because of the Extreme Extraordinary Circumstances, it will be replaced with a paid 15 minute break in lieu of the Meal Period not given that day, unless prohibited by law.**
- 3. Each drive that warrants an Extreme Extraordinary Circumstances must be approved by Collection Management at which**

Section 3. Documentation

- A. For Collections, the Employer shall use and retain Drive Management Records to ensure that all rest breaks and meal periods are provided in accordance with this Article.

Section 4 – TPC Oversight

- A. **The parties agree to have the TPC review the meal break and rest periods processes on an annualized basis.**

ARTICLE 9. STAFFING

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

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

Section 2. No bargaining unit employee shall perform any regulated function unless he or she has successfully completed associated training. Additionally, to ensure the safety of staff and donors, if collection technicians trained as Charges or Power Red operators, and for MUAs cross-trained in phlebotomy or health history, have not performed associated tasks (health history, Whole Blood phlebotomy, Power Red Collections or drive supervisor) within the past six (6) months, then the Red Cross will conduct a periodic evaluation and shall provide refresher training as required. The Periodic Evaluation referenced above will be expanded to include all functions above and implemented within six (6) months of ratification. Red Cross will continue to perform Annual Competency Assessments (ACA) on all Collections staff annually.

Periodic Evaluations conducted under this section shall only be used to ensure that the employee can successfully perform the associated task(s). An employee will not be disciplined for an unsuccessful Periodic Evaluation; however, Performance Management processes will be utilized if an employee cannot successfully complete retraining.

Section 3. Bargaining unit work, as defined in Local Agreements will normally be performed by members of the bargaining unit, except that such work may be performed by supervisors when:

- a. Required for the training, retraining or coaching of bargaining unit employees;
- b. To provide bargaining unit personnel their breaks and lunches;
- c. As necessary for supervisors to remain current with regulatory requirements;
- d. To ensure proper donor customer service and maintain an orderly flow of production; or
- e. Due to unforeseen circumstances, donor surges, or in cases of emergency.

Section 4. **Kitting, Warehouse, Manufacturing, IRL, HLA** and Hospital Services

A. Manufacturing, IRL and Hospital Services staffing levels will be determined as follows:

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

4. **In operations with multiple unions, the local unions and local management team will meet to establish a local cross training process.**

5. **Cross-training will be between the following work groups:**

- a. **Warehouse and Kitting**
- b. **Hospital Services and Manufacturing**
- c. **Manufacturing and IRL and HLA**

Section 5. Collections and Clinical Services

A. Collections and Clinical Services staffing levels will be determined as follows:

1. All collection sites/blood drives or other collections of blood products or delivery of clinical services (therapeutic apheresis, Dendreon or similar clinical services) will be staffed based on the anticipated presenting donors, including prescheduled donors (online or other) and walk-ins, as well as the hours of operation for the site/drive/service. If, at any point before or during the drive, management determines that the drive is understaffed, then Red Cross will make every effort to send additional bargaining unit staff to assist with the drive and be paid in accordance with the Appendix B premiums. All staff will be scheduled pursuant to local agreements and practices.

2. The current version of the Drive Management S.O.P., located in e-Binder, identifies that Collections is responsible for and has the authority to ensure a successful drive. Charges must follow the Drive Management process to assist with addressing issues such as donor flow, end of drive management and communication with other departments.

3. During daily regional drive review, the local leadership team will endeavor to add extra employees to drives that have factors including but not limited to New Hires, OJI, no volunteers, etc.

4. The Red Cross and Local Unions, **in their regular scheduled Labor Management Meetings (LMM)**, shall create a JLT subcommittee within sixty (60) days of implementing this agreement to jointly assess Production Planning decision-making (e.g., staffing,

new hires, etc.). The **LMM shall discuss, each meeting, issues regarding** ~~subcommittee will make recommendations to the JLT and SPC for implantation that will provide adequate staffing to efficiently and safely collect blood products based on the hours of operation and anticipated presenting donors, including prescheduled donors (online or other) and walk-ins, **3 staff mobiles, OJI schedules, new hires' schedules for the first 30-days, and how** to provide clinical services. The staffing matrix shall define the minimum number of staff per job function needed at each drive.~~

5. Shift trading shall be defined as a voluntary exchange of shifts by equally qualified employees within the employee's classification. All shift trade requests must be approved by APS or their designee. Any local agreement or practice currently in effect shall continue to be honored. Upon the implementation of BSF, the Company and the Union agree to meet and discuss the effects of the implementations on the trade process.

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

7-4. Registered Nurses or LPNs will be scheduled for blood collection operations, regardless of anticipated collection size, as required by federal, state law or regulation, and consistent with Sections 5, ~~A42~~ and ~~A63~~ above.

85. Registration, donor qualification (health history assessments and vital signs), phlebotomies, disengagements and post collection donor care, or post collection blood processing may be performed by those employees who have successfully completed training to perform any one of these functions or combination of such functions.

96. Employees designated to perform the Charge function shall be counted as .5 FTE for purposes of the staffing matrix. Such employee is allowed to perform any blood collection tasks for which they are trained. Supervisors shall not be included in the staffing matrix and will not perform bargaining unit work except as noted in Section 5(A) ~~63~~ above.

107. Employees with work restrictions may be assigned, at the Red Cross' discretion, to a blood drive or other blood collection site. Employees with restrictions shall not be included in the staffing matrix if they are unable to perform health history, phlebotomy, disengagement, post collection donor care, or post collection blood processing. Should the employee with restrictions be able to perform three or more of these functions, they will be considered staff under the staffing matrix.

118. In an effort to reduce injuries and improve drive start and end times, the Employer acknowledges that the unloading, setting up and breaking down of drives may take more than forty-five (45) minutes to safely perform each task. Therefore, while every effort will be made to adhere to a 45/45/45 schedule, in circumstances where there are issues, including, but not limited to site suitability concerns; an insufficient number of staff to perform the unloading, setting up and breaking down of equipment; etc., then the appropriate amount of time (which may exceed forty-five (45) minutes) to execute those tasks shall be scheduled prior to the date of drive using the Role Time Detail Exception Process. Bargaining unit employees shall have access and the ability to complete this form. If these events occur during the drive, then ARC will make every effort to send additional staff to assist and be paid in accordance with Appendix B premiums. All staff will be scheduled pursuant to local agreements and practices. Red Cross will ensure appropriate staff are trained on the process to request exceptions to the standard load/unload, setup and breakdown time.

- a. Collections staff may be required to assist with set up and tear down of the blood drive. Although it is the primary duty of the driver to load and unload the vehicle, current Collections staff may need to assist in the loading and unloading of equipment where there is an insufficient number of drivers available and to the extent necessary. To ensure staff safety, all employees, including management, will abide by the proper load and unload protocols established by the American Red Cross titled: Safe Lifting: The Fundamentals of Ergonomics; and 45/45/45 Blood Drive Setup Process.

- b. Collections staff may not be able to assist in situations where there are physical, worksite, and equipment limitations. At sites where the Employer has identified additional obstacles, the Red Cross may assign additional staff to assist in, or may extend the time for the standard load/unload, set up and break down procedures.
 - c. Current Collections staff may be required to drive non-DOT Employer vehicles. Staff who drive non-DOT vehicles must successfully complete all associated driver and safety training programs within six (6) months of ratification.
 - d. Collections staff hired prior to January 1, 2016, may volunteer to train for DOT training and drive DOT Employer vehicles once licensure is received.
 - e. Consistent with the timeframes in Section H below, Red Cross may require new Collections hires to be trained on DOT and drive both non-DOT and DOT Red Cross vehicles. The Red Cross shall have it clearly state such duties as a job requirement in the vacancy announcement and position description advertised on RedCross.org.
 - f. Each location will have a designated amount of Collection Tech II CDL positions. Collections staff who volunteer to attain a commercial driver's license (CDL) at the employee's expense, will be placed into one of those positions if open, and be scheduled to drive Employer vehicles that require a CDL. At multi-union locations, this could result in the bargaining unit employee being reassigned to a different exclusive representative.
 - g. Collections Staff who are designated as Drivers for the Region shall receive a driver premium. A driver premium of \$0.75/hr. shall be provided to Collections Staff who drive to or from a blood drive, and the premium shall apply to all hours an employee works on that day. This premium shall be paid in addition to any other differentials and skill based premiums outlined in Art. 14, Appendix B. MUAs or MUAs who have completed cross training into a CTII position are not eligible for the driver premium and shall receive the appropriate base wage increase negotiated between the Employer and Local Union. CDL drivers are not eligible for the driver premium. ~~The premium shall be implemented upon the latter of April 1, 2019 or six (6) months post ratification of the National Addendum.~~
 - h. ARC shall designate the number of Collections Staff Drivers based on need. Once determined, the positions shall be filled first by volunteers using seniority order. If, however, there is an insufficient number of volunteers to fill the designated slots, ARC shall attempt to fill the slots with new hires. If there is an insufficient number of new hires, then bargaining unit employees shall be selected in reverse order of seniority. As new hires complete cross-training for driving, then they will replace current employees with a date of hire prior to January 1, 2016, who were previously required to drive. Individuals who volunteered to drive, may continue to drive under this process.
 - i. In multi-union locations, Collections Technicians trained to drive will not be scheduled as Drivers unless there is a shortage.
- Section 6. Mobile Unit Assistants (MUA), Collection Material Coordinator, Supply Clerk and Loader/Packers (or equivalent job titles)
- A. Mobile Unit Assistants (MUA), Collection Material Coordinator, Supply Clerk and Loader/Packers (or equivalent job titles) staffing levels will be determined as follows:
 1. MUAs will be scheduled for blood drives according to the staffing matrix based on the anticipated presenting donors for the blood drive.
 2. MUAs, Collection Material Coordinators, Supply Clerks and Packer/Loaders (or their equivalent titles) may be assisted by other Collections staff in the staging of equipment, setting up and tearing down of the blood drive and in processing blood units collected. Although it is the primary duty of the

driver to load and unload the vehicle, current Collections staff may need to assist in the loading and unloading of equipment where there is an insufficient number of drivers available and to the extent necessary. Current Collections staff may not be able to assist in situations where there are physical, worksite, and equipment limitations.

3. An MUA (or equivalent job titles) may be cross-trained, to perform blood collection functions such as, but not limited to, health history, phlebotomy, disengagement, donor care, blood processing.

4. Should an MUA, Collection Material Coordinator, Supply Clerk, Loader/Packer have work restrictions that preclude them from being able to load or unload a truck, such employee will not be assigned as part of blood Collections staff.

5. In cases where sites have additional obstacles, the Red Cross may assign additional staff to assist in, or may extend the time for, the set up and break down. The following are examples of obstacles included, but are not limited to:

- a. where there are greater than five (5) steps to entry;
- b. walking distances of ¼ mile or greater to set up;
- c. relocation of a site during the drive (this would only extend time and not require additional staff).

6. The Employer and Local Union will negotiate any appropriate base wage increase related to the additional duties discussed in this Section.

Section 7. MUA Cross-training

A. As MUA cross-training is initiated at each location, the training program will be offered first to those MUAs who volunteer for such training with the most senior being trained first and proceeding down the volunteer list by seniority. Once all MUAs who volunteered for training have completed training, the next phase of cross-training will be mandatory and will be done in inverse seniority order. Once an MUA has successfully completed training, the MUA will be converted to the Collection Tech II job classification and will receive a one-time lump sum bonus of one

hundred dollars (\$100). The Employer and Local Union will negotiate any appropriate base wage increase as follows:

(1) Upon completion of the MUA cross-training, the MUAs shall receive the greater of the following two alternatives: a) MUAs move to the CTII rate; or, b) MUAs receive a 3% base wage rate increase, as calculated in the Red Cross' 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 CTII roles, the Red Cross would provide a wage increase which is equal to 3% of the average base wage rate for all MUAs under that contract (without CDLs); and, for MUAs with CDLs, the Red Cross would provide a wage increase which is equal to 6% of the average base wage rate for all MUAs under that contract (with CDLs). So for example, if the average base wage rate for all MUAs without CDLs in a given contract is \$15/hour, the increase for all MUAs without CDLs under that contract -- upon successfully completing the cross-training -- would be \$0.45/hour.

B. Should an MUA elect not to participate in cross-training or should an MUA not be able to successfully complete the cross-training program, those individuals will be retained in the MUA classification until the completion of the cross-training at their location. During this period of time, the MUA will be given priority consideration for other vacant positions within Red Cross (including Humanitarian) that they may be qualified to perform with appropriate training. MUAs who have not secured another position within Red Cross may have their MUA position eliminated. If an MUA has their position eliminated, they shall receive severance pay under terms of the severance policy then in effect.

C. Effective January 2016, MUA cross training launched, and the Red Cross began hiring Collection Tech IIs who can drive.

D. The Red Cross retains its right to launch MUA cross-training in multi-union locations.

E. Multi-Union Cross Training

- (1) Due to the unique circumstances presented at multi-union locations, current MUAs (Drivers) will cross train and will convert to the job title of Collection Technician I (CTI) (local agreements will be changed to reflect the change in job title). Collection Technician I will be required to train in either Phlebotomy or Health History, but not both. CTI will still be required to train in the other tasks associated with venipuncture (VP) training (including, but not limited to disengagement, post-collection donor care and post-collection blood processing). A current MUA may volunteer to fully cross train in all tasks if they choose to, but will not be required to do so. If full cross training is completed, the MUA will move to the Collections Technician job description. Pursuant to Section 5 above, current collections staff who volunteer to drive will all convert to the job title of Collection Technician II (CTII) (local agreements will be changed to reflect the change in job title).
- (2) If the number of collections staff in the CTII position that are newly hired or have volunteered to drive does not meet the business needs in any particular area, employees will be selected based on reverse order of seniority.
- (3) New hires will be solicited and hired based on their primary job function and placed in the appropriate existing bargaining unit and classification. For example, if the primary need is for a Driver, then a CTI will be hired; if the primary need is for collection of blood, then a CTII will be hired. There is no intent by ARC to lessen the size of either bargaining unit, and every effort will be made to maintain the integrity of each affected union's bargaining unit in relation to this cross-training agreement. Total CTI and CTII staff numbers are based on collection goals for that specific geography.
- (4) ARC will provide the Local Unions with copies of MUA and Collections Technicians job vacancy announcements and position descriptions in the region within ninety (90) days from the execution date of this Agreement. The Local Union will have an opportunity to provide comments and/or discuss the descriptions to the extent required by law.

- (5) CTI's, upon the completion of cross training, will receive negotiated increases consistent with the Global Settlement Agreement.
- (6) The Parties agree that should significant problems occur during implementation of this initiative, ARC and the Local Unions affected will meet for an immediate resolution.

Section 8. Volunteers

- A. The Red Cross may utilize trained volunteers to perform non-regulated tasks and the regulated tasks of donor qualification, as set forth below:
 1. Volunteers will be permitted to perform certain defined responsibilities where the volunteer has received all of the necessary and verifiable training, so as not to negatively impact the SQuIPP of blood products, which shall be identical to the training provided to bargaining unit employees.
 2. Volunteers will not be used to replace laid off bargaining unit employees or to displace or reduce employees scheduled to work. There shall be no layoffs of bargaining unit employees or diminution of wages and working conditions as a result of utilizing volunteers.
 3. Volunteers will identify themselves as volunteers.
 4. In the event the donor qualification process becomes automated and the Red Cross creates a role for volunteers, the Red Cross must provide sufficient advance notice and on-going briefings of all aspects of the plan to the ~~Coalition-IBT~~, the affected bargaining unit(s) and the LMM. appropriate Joint Labor Management Committee. Nothing in this Article shall constitute a waiver of the union's right to bargain over the effects of using volunteers.

Section 9. The Employer will comply with all applicable local, state, and federal staffing laws and regulations.

ARTICLE 10. STAFF SCHEDULING

~~Section 1. As of the time of this National Addendum, the Red Cross and the Coalition of Labor Unions Teamster Local Unions established a Scheduling Advisory Group (SAG) consisting of members from labor and~~

~~management. The goal of SAG is to collaborate on the development of a scheduling approach for all bargaining unit staff which provides a more predictable schedule and reasonable working parameters in order to increase staff satisfaction and decrease turnover.~~

~~Section 2. SAG will continue to focus on five key areas that staff reported (through a survey) as being most important:~~

- ~~▪ Getting the time off they requested~~
- ~~▪ Number of hours worked per week, including mandatory overtime, and Saturday and Sunday assignments~~
- ~~▪ Getting off at the scheduled end time of a drive~~
- ~~▪ Travel distance to the blood drive~~
- ~~▪ Schedules that do not change after posting~~
- ~~▪ Staffing Matrix~~

~~SAG will routinely evaluate and prioritize the key areas of focus.~~

~~Section 13. The Red Cross will regularly publish Collections staff schedules for at least three (3) future work weeks unless a Local Agreement provides for more advance notice. Prior to releasing the 3rd week's schedule, Collections management and Union Representative(s) or his/her designee(s) will be provided a one-day review period, offering suggested changes to APS before the final schedule is published.~~

~~Section 2-4. The parties agree to continue their collaboration on scheduling, and to negotiate on a national basis the above issues needing to be negotiated prior to any implementation. This negotiation will not constitute a reopener of this National Teamsters Addendum, but the resulting agreement would be added as a supplement to the National Teamsters Addendum when and if it is completed. Until such time, all current scheduling practices, except for those negotiated in this Agreement, shall continue as allowed under the existing Local Agreements, past practices, etc.~~

~~Section 35. Notwithstanding the above, the Red Cross agrees to the following:~~

- ~~A. Provisions for guaranteed hours of work or pay per week in Local Agreements shall continue to be in effect.~~

B. The Red Cross will make its best efforts to ensure that a minimum of ten (10) hours has elapsed since the employee's last compensable work for the Red Cross, and the start of the employee's next shift. In the event the employee is required to work within this ten (10) hour turnaround time, the employee will receive \$50. However, in lieu of the penalty pay, the employee may request to arrive late to their next assignment in order to have a full ten (10) hours between shifts. This request shall not be unreasonably denied. If the time between shifts is **nine (9) eight (8)** hours or less, the request to arrive late shall not be denied. The employee shall provide appropriate notification per the regional policy no later than the clock out time of the previous shift. Once Red Cross systems are established to track the number of turnaround time violations, the number of requests of employees to arrive late to shifts and the number of times the mandatory late arrivals occurred, such information shall be reported on a quarterly basis to the ~~Safety Committee and the Regional JLT and SPC-TPC.~~

C. The Employer will make its best effort to avoid extending both fixed sites and mobile drives beyond the staff's scheduled end time. **Where an employee's schedule is changed the day of, management will endeavor to work with the employee to address any personal schedule conflicts (such as childcare, doctor appointments, etc.). If the same day schedule change is in excess of 1.5 hours, earlier or later than the original schedule, then the employee may refuse hours outside of this 1.5-hour window without discipline or attendance infraction. However, any hours refused by the employee shall count against any guaranteed hours calculation in the contract.**

- (1) For mobiles **and whole blood only collections permanent sites (exclusive of integrated and Apheresis fixed sites)**, if any donors are still in the belt line more than forty-five (45) minutes beyond the scheduled end time, then the employees on that drive shall receive \$25 in extra pay. The Late End pay is triggered when the Phlebotomy End Time exceeds forty-five (45) minutes after the scheduled end time. For mobile drives, 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 4:46pm, 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 (include handling a donor reaction) more than one hour beyond the scheduled end of the drive, as defined herein, shall receive the late drive penalty pay.

(2) For Fixed Sites, a late end will occur if the Phlebotomy End Time (as reflected by the actual time stamp) exceeds the Last Appt End Target. Below is the logic supporting the late end definition:

- a. Identify the last appointment slot at each drive by procedure type
 1. Apheresis
 2. Double Red
 3. Whole Blood
 4. AB Plasma
- b. Add the appropriate duration minutes per procedure to arrive at expected Appt end time
 1. Apheresis = 180
 2. Double Red = 75
 3. Whole Blood = 35
 4. AB Plasma = 80
- c. Select the latest end time from step 2 as Last Appt End Target Time
- d. Identify the last phlebotomy/bag & tube scan (donor disconnect) at the drive
- e. Compare the time stamps between step 3 and 4
- f. If the phlebotomy end/disconnect time is greater than Last Appt End Target, the drive ended late

(3) 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 to fixed site locations in accordance with this Article.

D. During normal business operations the following procedures shall apply. For mobile drives, if, within the last fifteen (15) minutes, all appointment slots are filled, no walk-in donors will be accepted. If, within the last fifteen (15) minutes, there are open appointment slots, walk-in donors will be accepted.

For fixed sites, the same principle would apply as long as an appointment slot for the same procedure is available. Only a five (5) minute grace period shall be provided to donors who arrive late to an appointment scheduled within the last fifteen (15) minutes of the drive.

E. The Red Cross shall notify the ~~IBT Coalition~~ and all Local unions of the start and projected end dates of any "appeal" for blood or any "urgent need" that it announces to the public.

F. **All mobile drives scheduled as two (2) staff drives, wherein staff work six (6) hours or more inclusive of compensated travel will have a 60 minute scheduled shut down with no appointments or walk-ins. Employees shall take their 30 minute uninterrupted lunch period during the one (1) hour shut down.**

G. **With the implementation of BSF, for mobile drives, the last scheduled time for a whole blood donor will be 15 minutes prior to the end of the drive hours. For example, if a mobile drive is from 12:00 noon to 6:00 pm, the last whole blood donor appointment slot will be 5:45pm.**

ARTICLE 11. DONOR RECRUITMENT ACCOUNT MANAGERS

~~Section 1. Account Manager Incentive Plan. All Donor Recruitment Account Managers ("Account Managers") will participate in the Red Cross National Donor Recruitment Incentive Plan. This National Donor Recruitment Incentive Plan will be reviewed annually to determine if modifications to the Plan are warranted for the next fiscal year. Prior to modifying the Incentive Plan, the Employer shall notify the Coalition and provide the Coalition with an opportunity to bargain design changes (i.e. components, weights, and incentive target~~

opportunities) prior to implementation. In addition, the Employer will provide the Coalition with the opportunity to meet and confer on any changes to the goal setting process. Account Manager provisions shall be bargained locally. Prior to making changes to the design of an Incentive Program—that are not de minimis, the Employer shall notify the TPC and local union, and provide the local union with an opportunity to bargain such design changes prior to implementation.

Section 2. It is not the intent of the Employer to set unattainable goals or to penalize the Employee for circumstances or events outside of their control. The Employer commits to reviewing such situations and determining appropriate course of action.

~~Section 3.~~ The FY 19 Incentive Plan as revised shall be implemented no sooner than November 1, 2018 for represented DRDs. However, the changes associated with the FY19 Incentive Plan regarding exceptions will not be instituted.

Section 4-3. Bargaining unit work, as defined in Local Agreements, shall be performed by members of the bargaining unit.

Section 5. Mileage and Expense Reimbursement

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

A. ~~Those employees hired after ratification will utilize their personal vehicles for business related travel and be reimbursed at the IRS rate per the Staff Expense Reimbursement Policy and Procedure Manual. At such time they qualify for Fixed and Variable Rate (FAVR) Vehicle Reimbursement Program as noted in B below, they will commence participation in that program.~~

B. ~~Account Managers hired before ratification will utilize their personal vehicles for business related travel and be reimbursed at the IRS rate per the Staff Expense Reimbursement Policy and Procedure Manual. Effective January 1, 2017, these Account Managers will commence participation in the Fixed and Variable Rate (FAVR) Vehicle Reimbursement Program as outlined in Section 7 below.~~

~~C. Reimbursement for mileage is expected to reasonably cover all out of pocket driving costs and, thus, reimbursement for gasoline and other vehicle operation costs in lieu of the IRS mileage rate is not permitted. Any parking fees or tolls incurred in connection with business travel are reimbursable and should be claimed using the Red Cross expense reporting system.~~

Section 6 4. Each employee is responsible for documenting and submitting travel expense reimbursement requests using the Concur system consistent with Red Cross policy. The Red Cross will use reasonable efforts to reimburse employees as soon as practicable following submission of an expense reimbursement request through Concur but in no event later than thirty (30) days after the expense reimbursement request is submitted.

~~Section 7.~~ Fixed and Variable Rate (FAVR) Vehicle Reimbursement Program. Any Account Manager who drives their personal vehicle in excess of six thousand (6,000) miles annually will be required to participate in the Fixed and Variable (FAVR) Vehicle Reimbursement Program (a/k/a the Runzheimer program) for automobile usage and mileage reimbursement.

~~Section 8.~~ Effective with the first day of the month following ratification, Account Managers will no longer be provided Red Cross vehicles for use and will return any Red Cross vehicle to a designated Red Cross representative. Upon return of the Red Cross vehicle, the Account Manager will receive a one time lump sum payment of four thousand dollars (\$4,000) payable with the first full payroll period following the date of vehicle return.

ARTICLE 12. UNIFORMS

Section 1. Collections employees will be provided scrub uniforms according to the Collections Staff Scrub program. The program allows employees to purchase uniforms through an ARC designated vendor, with an annual uniform allowance. **The Red Cross vendor shall be required to offer all sizes. If the selected vendor does not provide the size an employee needs, Staff may request to utilize a different vendor that can provide the size needed, in the required color. Such requests**

shall not be unreasonably denied by management and will be eligible for use of the allowance.

Section 2. Full-time staff and part-time Collections staff who work more than 20 hours a week will receive \$110.00 per year credit (approx. 4 sets of scrubs) and employees who work less than 20 hours per week will receive \$58.00 per year credit (approx. 2 sets of scrubs) annual uniform allowance. Credit amounts can be applied to any applicable shipping fees and taxes.

Prior to the implementation of any RFP process for uniforms, the Red Cross shall review the process with the TPC. The TPC may provide feedback and/or input on uniform options that the Red Cross shall consider.

Effective July 1, 2022, full-time staff and part-time Collections staff who work more than 20 hours a week will be provided with an annual Uniform Allowance that will provide the purchase of five (5) sets of scrubs, plus shipping, of the quality that Red Cross deems represents the image that Red Cross wishes its employees to present to the general public (e.g., \$25 per uniform x 5 = \$125). Employees who work less than 20 hours per week will receive an allowance that will provide for the purchase of three (3) sets of scrubs, plus shipping. From the above-mentioned Uniform Allowance, employees will have the opportunity to purchase other qualifying scrubs from the selected vendor.

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

Section 4. Collections employees may purchase additional garments from an ARC designated vendor at their own expense.

Section 5. Collections employees may purchase at their own expense and wear a lab coat from an ARC designated vendor. Lab coats will not be considered personal protective equipment (PPE).

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

ARTICLE 13. COMPENSATION

Section 1. Wage Increases.

Bargaining unit employees covered by this National **Teamsters** Addendum shall receive a ~~two and one-quarter percent (2.25%)~~ **three percent (3.00%)** across the board (ATB) ~~structural~~ raise, to be effective the third full pay period following the ratification of this National **Teamsters** Addendum. ~~as well as a lump sum payment of \$400 for full time employees and \$200 for part time employees. Probationary period employees and employees in an inactive status are ineligible for this lump sum. The Employer agrees that one percent (1%) will be applied to the Local Agreements' new hire rates and any tiered wage structures.~~ **The Red Cross shall pay a retroactive pay bonus at a rate of 3% of gross hourly wages earned (excluding premiums, shift differentials, incentives, bonuses or other earnings not hours based) from September 30, 2021 through the third full pay period following ratification of this agreement. Retroactive payments will not be made to terminated employees**

Section 2. Bargaining unit employees covered by this National **Teamsters** Addendum shall receive a three percent (3%) across the board (ATB) ~~structural~~ raise ~~one year subsequent to the receipt of the across the board in Section 1 above~~ **effective the first full pay period after September 30, 2022;** and, another three percent (3.0%) across the board (**ATB**) raise ~~twenty four (24) months subsequent to the receipt to the across the board in Section 1 above. The Employer agrees that two percent (2%) will be applied to Local Agreements' new hire rates and any tiered wage structures one year subsequent to the receipt of the across the board in Section 1 above. The Employer agrees that two percent (2%) will be applied to Local Agreements' new hire rates twenty four (24) months subsequent to the receipt of the across the board in Section 1 above.~~ **effective the first full pay period after September 30, 2023.**

Section 3. All other base wage rate increases not addressed herein (including but not limited to new classification salary, salary ranges, market driven increases) shall be addressed at the local level by and between the respective Local Union and the Employer.

Section 4. The Red Cross will conduct a compensation study studies to assess market rates in each its regions, for the standard jobs being referenced in Article 5, Section 1A. ~~The study will follow existing Red Cross practices to market price the jobs leveraging Red Cross existing salary surveys. If it is not already readily available within Red Cross' current surveys, the Coalition is welcome to provide salary surveys for consideration.~~ **Local unions may also meet and confer with local management to discuss the need for a specific local compensation study. Unresolved issues may be escalated to the TPC for discussion and review. The study will follow existing Red Cross practices to market price the jobs leveraging Red Cross existing salary surveys** The results of the compensation study will be reviewed with the **SPC local union(s) and shall also be provided to the local union(s)'s representative on the TPC, who may make recommendations to the local union(s).** ~~or a task force of representatives identified by the SPC. The SPC may make recommendations to the regions.~~ This does not waive the Local Union's right to bargain any recommended changes.

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

ARTICLE 14. OVERTIME AND PREMIUM PAY

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

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

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

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

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

Section 56. Other Pay Premiums

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

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

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

B. The status quo shall be maintained until one of the options in Section 6A above has been selected.

C. The Employer will also evaluate the cost of absorbing into hourly base rates any Saturday and Sunday 1.5x and 2x premiums earned by Employees with a regular schedule that includes Saturday and/or Sunday. If the Employer and **IBT** ~~Coalition~~ cannot reach a mutually acceptable reinvestment proposal, the Employer will grandfather these current employees with these

premiums and the weekend shift differentials in Appendix B will not apply.

ARTICLE 15. HOLIDAYS

Section 1. Core Holidays

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

Section 2. Holiday Pay

- A. Employees who work a regularly scheduled forty (40) hour standard work week receive eight (8) hours of holiday pay. Employees whose regularly scheduled standard work week is less than forty (40) hours receive pro-rated holiday pay based on their standard work hours. For example, an employee, who is regularly scheduled to work a twenty (20) hour workweek, receives four (4) hours of holiday pay and an employee, who is regularly scheduled to work a thirty (30) hour work week, receives six (6) hours of holiday pay. In consideration of Collections' scheduling practices, full time Collections employees will receive eight (8) hours of holiday pay regardless of their location's standard work week. **Bargaining Unit employees who are permanently assigned 4 ten-hour day schedules (e.g. Apheresis sites) shall receive ten (10) hours of holiday pay.**
- B. Temporary employees and employees regularly scheduled to work less than twenty (20) hours per week are not eligible for holiday pay. Employees on unpaid leave are not eligible for holiday pay.
- C. Holiday pay is not counted as hours worked for purposes of calculating overtime and is not paid out at termination of employment, unless required by state law.

- D. If an employee is not scheduled to work on a holiday, the employee will receive pay for the holiday at the regular straight-time rate of pay.
- E. If an employee is scheduled to work on a holiday, the employee will receive holiday pay at the regular straight-time rate of pay plus additional pay for all hours worked at one and one-half times (1 ½) the regular rate of pay for hours worked on either the actual calendar holiday or on the observed holiday.
- F. If an employee works both the observed and actual calendar holiday, the employee receives one and one-half times (1 ½) the regular rate of pay for hours worked on the observed holiday and will receive only the straight time rate of pay for any hours worked on the actual calendar holiday.
- G. When a holiday falls during an employee's scheduled paid time off (PTO), in order to receive holiday pay, the employee is required to work the last scheduled day before and the first scheduled day after the holiday.
- H. If a core holiday falls during an employee's scheduled PTO and the employee receives holiday pay, the employee's PTO balance will not be charged for the holiday.

Section 3. Floating Holidays

- A. Employees will receive ~~four (4)~~ **five (5)** floating holidays each year. The proration of hours for holiday pay for Core Holidays will apply to floating holidays.
- B. PTO eligible employees will receive ~~two (2)~~ **three (3)** floating holidays on January 1 for use by June 30, and two (2) floating holidays on July 1 for use by December 31, **(starting in 2022)**
- C. Employees, who are on an unpaid leave of absence on the grant date, will receive a holiday grant depending upon when the employee returns. If the employee returns during the months of January – March or July – September, he will receive a full bi-annual grant. If an employee returns during the months of April – June or October – December, the employee will receive half of the bi-annual grant.
- D. Floating holidays must be used within the period granted and will expire after June 30 and December 31, respectively; unused days do not carry over to the

next grant period. **The Red Cross will endeavor through the time off request process as managed by AP&S and Management, to apply available floating holiday time prior applying accrued and unused PTO time, upon employee request.**

- E. Floating holidays are paid at the employee’s regular rate of pay, may be used in one-hour increments and are required to be scheduled and approved in advance. For Collections Employees, floating holidays may be used to supplement regularly scheduled weekly hours not to exceed forty-hours in one week.
- F. Employees cannot receive both floating holiday pay and regular pay for the same day.
- G. Floating holidays are not paid out at termination of employment, unless required by state law.

Section 4. Staffing

Staffing for core holidays shall be based on Local Agreements.

ARTICLE 16. PAID TIME OFF

Section 1. Purpose

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

Section 2. Eligibility

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

Section 3. PTO Accrual Schedule

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

B. Accrual Table

Length of Service	Annual PTO Days	Accrual Limit (hr)	Pay Period Accrual
Less than 3 months	0	0	0.00
3 months to 1 year	12	96	3.70
1 year	15	120	4.62
2 to 5 years	17	136	5.23
6 to 9 years	20	160	6.17
10 to 14 years	23	184	7.08
15 to 19 years	25	200	7.70
20+ years	30	240	9.23

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

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

2. In consideration of Collections’ scheduling practices, full-time Collections employees (including mobile and fixed sites) will accrue PTO on a 40-hour basis regardless of their location’s standard work week.

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

California employees, the Accrual Limit is 1.5 times the amount shown in the Accrual Table.

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

Section 4. PTO Usage

- A. PTO eligible employees may use a maximum of forty (40) hours of PTO when taking a full week of PTO provided they have such PTO available.
- B. An employee may not take more than twelve (12) hours of PTO per day.
- C. PTO may be taken as it is earned.
- D. PTO is available for use in hourly increments.
- E. Employees may not take more PTO than they have accrued and will not be allowed to have a negative PTO Balance.
- F. PTO is paid at an employee's regular pay rate and does not include overtime or special forms of compensation such as premiums, shift differentials, weekend differentials, skill based differentials, etc. PTO is not counted as hours worked for purposes of calculating overtime.
- G. PTO may be used for both planned and unplanned absences, and will be charged when an employee is absent during his or her scheduled hours.
- H. ~~For planned absences, employees should request time off from their supervisors/schedulers as far in advance as possible. Requests for time off and its approval shall be determined by Local Agreements.~~ **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 31st. 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.
- L. Sick Bank For Limited Use: An employee can use hours from the sick bank in the event he/she has a continuous leave of absence due to his/her own personal serious illness or disability, unless otherwise required by applicable law. The first five work days of the continuous leave of absence must be covered by PTO or leave without pay. After the five work day waiting period, the sick bank balance will be available for use. For those contracts transitioning on or before January 1, 2016, the sick bank and its balance will be eliminated on December 31, 2018, unless otherwise required by applicable law. For those contracts transitioning on January 1, 2017, the sick bank and its balance will be eliminated on December 31, 2019, unless otherwise required by applicable law.

Section 5: Paid Family Leave

Bargaining Unit employees shall be eligible for Paid Family Leave (Appendix D) under the same terms and conditions as non-represented Red Cross employees.

ARTICLE 17. PAYROLL ERRORS AND OVERPAYMENTS

Section 1. Once validated and submitted to Employer's Third-Party Payroll Provider for payment, Employees whose paychecks are incorrect by the lesser of 10% of gross wages earned in the applicable pay period or **one hundred twenty dollars** ~~thirty five (\$120) (\$135)~~ will have their payroll correction processed. Requests received by the Third Party Payroll Provider by 1:00pm Eastern Time will be processed, whereby electronic transfers will be initiated or a check will be mailed the same day. Requests received after 1:00pm Eastern Time

will be processed the following day. Lesser amounts shall be made on the next paycheck.

Section 2. To support accurate payroll processing, Human Resources will conduct monthly reviews with management and local union leadership to ensure that payroll errors are being addressed timely. **In the event the conditions in Section 1 are not followed, local union leadership should contact the Labor Director for their area for escalation.**

Section 3. This Article shall not apply to Local Agreements that already have a process for addressing payroll errors.

Section 4. In the event of any overpayment, the repayment schedule shall adhere to the terms of the overpayment process as applied by the Third-Party Payroll Provider. **If there is an overpayment to an employee, a fair payback arrangement will be established that takes the circumstances of the employee into consideration. Local union leadership can be included in such discussions, at the employee's request.**

ARTICLE 18. SAFETY & HEALTH

The Employer and the ~~IBT~~Coalition agree that the safety of employees and the general public is of utmost importance. Therefore, the Employer shall provide a safe work environment that is free of recognized hazards that could cause death, injury or illness.

Section 1. The Employer shall comply with applicable federal, state and local safety laws, rules and regulations. Nothing in this Agreement shall imply that the ~~IBT~~Coalition has assumed legal responsibility for the health and safety of employees.

Section 2. The Employer shall not discipline or discriminate against any employee for the reporting of any injury, illness or other incidents involving safety or health issues or hazardous conditions. The Employer shall annually train all employees of the proper procedures for reporting information, and their right to report such information free from discipline or discrimination.

Section 3. An employee acting in good faith has the right to refuse to work under conditions that the employee reasonably believes present an imminent danger or serious harm as defined by OSHA. The Employer shall

not discipline or discriminate against an employee for a good faith refusal to perform assigned tasks if the employee has requested that the Employer correct the hazardous conditions, but the conditions are not corrected, and the danger was one that a reasonable person under the circumstances would conclude is an imminent danger or serious harm as defined by OSHA. An employee who has refused in good faith to perform assigned tasks shall retain the right to continued employment and receive full compensation for the tasks that would have been performed.

Section 4. The Employer shall provide information and training to employees on infectious diseases (this includes droplet, airborne, contact and vector spread diseases) to which he/she may have routine workplace exposure, including but not limited to blood-borne pathogen transmitted diseases. Information and training shall include the symptoms of diseases, modes of transmission, methods of self-protection, workplace infection control procedures, special precautions and recommendations for immunizations where applicable. The Employer shall continue to provide and make the hepatitis B vaccinations available to employees who are at risk of occupational exposure.

Section 5. Workplace Safety in Emergency Situations

A. The Employer is focused on the well-being and safety of its employees and volunteers and will continue to work in collaboration with the ~~IBT Coalition through the National Health and Safety Committee~~ to identify and implement strategies on maintaining safety in the workplace. A comprehensive workplace violence prevention program may include, but not be limited to the following topics:

- (1) methods for identifying work practices and environmental factors that may lead to violence; this shall include a review of all workplace violence incidents that occurred in the facility, service, or operation within the previous year, whether or not resulting in an injury;
- (2) measures that will reduce the risks for violence, including training for employees;
- (3) procedures for responding to violence if it occurs; including coordination with facilities workplace violence procedures;

- (4) the provision of support to staff who have experienced workplace violence; and
- (5) training in techniques for recognizing potentially violent situations/behavior; defusing violent situations; and protecting themselves.

Section 6. Personal protective clothing and equipment required as defined by OSHA shall be furnished and maintained by the Employer without costs to employees whenever such additional equipment is required as a condition of employment or is required by OSHA, **as determined through job hazard analysis performed by Environmental, Health and Safety,** or other applicable laws and regulations. **The personal protective equipment will be provided during the evaluation process if working conditions present an imminent danger or serious harm as defined by OSHA. Examples of equipment include but not limited to masks of any type, gloves, gowns, shoe covering, face shields, or other.** Personal protective clothing and equipment shall be provided in sufficient quantities and in various sizes to fit employees and shall be readily accessible. Employees shall be trained as required by OSHA in regard to personal protective clothing and equipment. Employees are required to wear personal protective equipment as designed when required by the task defined by the Exposure Control Plan. **Upon request, the Red Cross and Union agree to meet and discuss relevant and/or material health and safety issues through the TPC.**

Section 7. Evacuation Plans and Safety Zones. All staff will be informed of all of the evacuation plans and designated safe zones will be discussed with the sponsor and staff prior to the start of the blood drive including, but not limited to an active shooter on the premises, tornado and fire exits, etc. When evacuation plans and safety zone plans are unavailable the American Red Cross Emergency Action Plan will be the default guidance.

Section 8. Training Programs. All employees shall successfully complete all necessary training prior to being assigned work (e.g., all employees will complete health and safety training prior to being assigned to task). Nothing in this Article or provision shall constitute a waiver of either party's bargaining obligations or defenses. The Employer still has an obligation to notify and bargain changes in terms and conditions of employment with the exclusive representative.

Section 9. Information. The Red Cross shall provide all health and safety information, at least quarterly, to the Union members of the joint national and regional health and safety committee. This information shall include but not be limited to the OSHA 300 injury and illness logs, the Sharps Safety log, and other health and safety reports generated internally and externally.

~~Section 10. Within six (6) months of ratification of this Agreement, the joint national health and safety committee shall work collaboratively with the Problem Management Group to develop a Needlestick Prevention Program to investigate and monitor needlestick and sharps injuries and near misses and to investigate and make recommendations for safer equipment and procedures.~~

~~Section 11. The joint national health and safety committee shall undertake a review of cross training efforts to determine the impact on injuries and make recommendations for their prevention or control within six (6) months of ratification of this Agreement.~~

Section 10. Prior to proposing or implementing any safety and health initiatives or modifications to existing plans, the Employer shall receive pre-decisional input from the TPC joint health and safety committee on the proposed changes. Except in cases where regulatory changes require immediate action, every effort will be made for pre-decisional input, however, where not possible, a discussion regarding the change will still occur with the TPC committee. Nothing in this section shall constitute a waiver of the Employer's obligation to notify and bargain changes to the extent required by law or the Union's right to assert any claims or defenses.

Section 11. Inclement Weather

The Parties agree that this should be an issue that is dealt with at the local level. Within 60 days of the ratification of the contract where there are no local agreements on inclement weather local management shall meet with the Local Union, if requested, to come to an agreement on a process for inclement weather at their location.

Section 12. Site Suitability:

A. Prompt access to nearby handwashing and restroom facilities should be no more than 500 feet from the mobile blood drive.

B. Proper room clearing of tables/chairs/furniture should be done prior to the arrival of mobile staff. Staff shall not be required to remove, move or re-set furniture outside of the furniture (i.e., tables and chairs, etc.) required for the blood drive, or a de minimus amount of sponsor furniture. If Staff encounter a situation where the removal of additional sponsor furniture is needed, the staff should immediately contact local management who will attempt to resolve.

C. There should be at least two (2) or more fans, as determined by local agreement, (based on space constraints and fan size) on a truck/Promaster for blood mobile operations during warmer months based on geography. Donor Recruitment and Mobile Collections should work with labor management partnership to identify and evaluate drives where ambient room temperature creates a potential hazard (i.e., due to lack of air conditioning) in efforts to work with the sponsor to address the situation.

D. Mobile Collections should work with labor management partnership towards eliminating steps at any drives by evaluating stairs and reported hazards due to stairs. The TPC will meet with management within three (3) months of ratification.

E. The Donor Recruitment/Account Manager, or District Manager, should be contacted to address any issues in conflict with Section 14, Site Suitability.

ARTICLE 19. HEALTHCARE

Section 1. Bargaining unit employees ~~with one (1) year or more of service~~ will be provided coverage for the duration of this contract through the "Full Coverage" Team Care Plan ("Team Care MM200"), which includes dental, vision, life, short term disability, medical and prescription drug benefits.

~~Prior to January 1, 2020, bargaining unit employees with less than one (1) year of service will be provided coverage through the "Medical Only" plan. On January 1, 2020, all bargaining unit employees enrolled in the Medical Only plan shall be enrolled in the Full Coverage plan, and the Medical Only plan will be eliminated. The rates for 2019 and a further description of the plan and rates are referenced~~

~~in Appendix C to this National Addendum. Additionally, the following benefit adjustments shall be made on January 1, 2019 (unless otherwise noted):~~ **The plan description for 2022 shall be the plan referenced in Appendix C to this National Teamster Agreement.**

The Short Term Disability benefit for full-time employees shall be increased to \$450 per week. Part-time employees shall continue to receive the current benefit: \$300 per week for the first ten weeks and \$350 per week for the following sixteen weeks.

- A. The Basic Life Insurance benefit and Accidental Death and Dismemberment benefit for bargaining unit employees shall be increased to \$40,000.
- B. Red Cross shall provide bargaining unit employees with the option to supplement their life insurance by electing up to five (5) times their annual base pay, subject to carrier underwriting rules.
- C. Red Cross shall provide bargaining unit employees with the option to purchase a Long Term Disability benefit, **subject to carrier underwriting rules.**

~~Section 2. For the January 2019 calendar year rates for TeamCare, the Red Cross will pay 100% of any annual premium increase from the 2018 rates. This shall not exceed three percent (3%), plus the additional costs associated with the new life and short term disability benefits.~~

~~The Employer and Employee premium cost share shall remain unchanged at the 2019 percentages for each tier of coverage for the duration of this contract. Any subsequent annual premium increases will be assigned per the 2019 percentages.~~

~~The Parties agree that the annual premium increases shall not exceed 3% in 2019 (plus the additional costs associated with the new life and short term disability benefits); 4% in 2020; and 6% in 2021.~~

For the 2022 calendar year rates for TeamCare, the Red Cross will pay 100% of any annual premium increase from the 2021 rates, through the earliest of June 30, 2022 or ratification. This shall not exceed six

percent (6%), including the additional costs associated with the life and short-term disability benefits.

Following the time period outlined above, the Red Cross will contribute 88% and the employee 12% of the premium for single coverage and Red Cross will contribute 75% and the employee 25% of the premiums for coverages with dependents. The Employer and Employee premium cost share shall remain unchanged at these percentages for each tier of coverage for the remaining duration of this contract, except as provided for herein. Any subsequent annual premium increases will be assigned per these percentages. Precise rates will be reflected in Appendix C.

There are no changes to the current part-time cost sharing.

The Parties agree that the annual premium increases shall not exceed 6% in 2022 (including the additional costs associated with the life and short-term disability benefits); 6% in 2023, and 6% in 2024.

Section 3. Both full-time and part-time employees may opt out of health care coverage (at time of hire, annual enrollment or due to a qualifying event), providing they show proof of alternate coverage and are in compliance with current or future requirements under the ACA or comparable laws. Additionally, the following provision will apply:

- A. Red Cross shall not be required to make a contribution on behalf of any employees who do not enroll in coverage.

Section 4. Employees currently with a Healthcare Spending Account (HSA) may maintain their current funds and such funds will remain available for their use until they are exhausted. The Red Cross does not administer or have any responsibility for these accounts.

Section 5. New hires are eligible to enroll in the program eight (8) weeks after their date of hire. No Employer or Employee premium payments shall be required during the eight (8) week eligibility period.

ARTICLE 21. RETIREMENT PLAN

Section 6. Consistent with Article 5, Section 3, all current and new regular part-time employees will have the option of enrolling in health coverage with Team Care for the life of this Agreement. The Red Cross will only be required to make its contributions for those employees who actually enroll.

Section 7. Any employee healthcare deductions in arrears are recouped via one (1) current plus one (1) missed deduction per paycheck, until caught up.

Section 8. For the duration of this Agreement, no non-Teamster groups (i.e., non-Teamster locals or International Unions) will be eligible for healthcare benefits under this Agreement without the written approval from the Board of Trustees of the administrators of the Team Care benefits and the Red Cross.

Section 9. The Red Cross and the TPC shall immediately establish a healthcare committee. The purpose of the committee is to review current benefits enjoyed by the employees and discuss options and make recommendations of options that may be available to the employees.

ARTICLE 20. FLEXIBLE SPENDING ACCOUNTS

Section 1.

Employees may enroll in Flexible Spending Accounts (FSA) for qualified medical expenses for the duration of this National Addendum. This shall include the use of a debit card for expenses.

Section 2.

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

Section 1. All eligible employees can participate in the American Red Cross Savings Plan 401(k).

Section 2.

A. The Red Cross has determined that the Annual Red Cross Contribution ("ARCC") and the Points-Based Employee Contribution ("PBEC") shall be eliminated effective July 1, 2015. Eligible employees who retire or whose employment terminates on or after July 1, 2015 shall have only those benefits derived from the ARCC and the PBEC that have accrued as of June 30, 2015 based on the terms of the American Red Cross Savings Plan. Those amounts that are earned prior to July 1, 2015, will be maintained.

B. The Red Cross will continue to administer the other terms of the Savings Plan in accordance with the terms of that Plan for eligible employees, including a matching contribution up to 4% of the employee's salary.

Section 3. The ~~IBT Union Coalition~~ and the Red Cross has established a joint committee to identify and discuss future retirement plan options, including but not limited to a 401(k) auto enroll options, that the parties may consider in the future. The joint committee shall also consider healthcare and other related benefits.

Section 4. Effective January 1, 2023, new hire employees shall be auto-enrolled into the Red Cross Savings Plan at a 4% employee contribution. Employees may decide to adjust their voluntary contribution as they see fit; such contribution shall be matched by the Employer in accordance with Section 2.B above.

ARTICLE 22. ADVANCE NOTICE

Section 1. **The Employer shall provide the five (5) divisional TPC representatives with reasonable advance notice of not less than (30) calendar days prior to effecting changes in personnel policies, practices or conditions of employment which impact**

more than one Local Union, or are national in scope. The employer's notice shall be provided by the Vice President of Labor Relations, or their designee, and shall be sent in writing and electronically. The Employer's notice shall be in writing and identify the following: specific changes in policies, directives, procedures, or practices and proposed effective date of the change.

~~The Employer shall provide the Union and the Coalition of Unions' Chairperson with reasonable advance notice of not less than thirty (30) calendar days prior to effecting changes in personnel policies, practices or conditions of employment which impact more than one Local within the Union Coalition. The Employer's notice shall be in writing and identify the following: specific changes in policies, directives, procedures, or practices and proposed effective date of the change.~~

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

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

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

ARTICLE 23. NATIONAL GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition

A "national grievance" is defined as any complaint or dispute arising under and during the term of this National ~~TPC~~ **Teamsters** Addendum raised by the employee or Union against the Employer, or by the Employer against the Union, involving an alleged violation, misinterpretation or misapplication of a provision of this National ~~TPC~~ **Teamsters** Addendum. All such disputes shall be adjusted and settled solely and exclusively in accordance with the procedures set forth in this Article (unless a specific Article in the National ~~TPC~~ **Teamsters** Addendum contains its own dispute resolution mechanism).

Section 2. Procedure

Step 1 - A national grievance must be filed within thirty (30) calendar days of when the Union or affected employee(s) should have become aware of the events giving rise to the dispute. The national grievance shall be reduced to writing and presented to the appropriate Director of Labor Relations, or his/her designee with a copy submitted to the ~~TPC Coalition~~. The Union Representative, employee(s) involved and the appropriate Director of Labor Relations or his/her designee(s) shall meet within ten (10) calendar days after the national grievance is presented to attempt to resolve the grievance. The appropriate Director of Labor Relations or his/her designee shall provide a written answer to the Union Representative and a copy to the ~~TPC Coalition~~ within ten (10) calendar days of such meeting.

Step 2 – Any national grievance unresolved at Step 1 may be advanced by the Local Union to the National Grievance Committee. The National Grievance Committee shall consist of an equal number, but no more than four (4) representatives from each party (~~Coalition~~ **IBT**, Red Cross) and shall meet quarterly. Any national grievance referred to the National Grievance Committee at least twenty-one (21) calendar days before the next quarterly meeting will be considered at such meeting. The deadline for the National Grievance Committee to issue a written decision shall be ten (10) calendar days after it meets on a case. National grievances can be resolved at Step 2 only by majority decision of the National Grievance Committee in a written decision signed by members of the National Grievance Committee.

A decision of the National Grievance Committee shall be final and binding on the Company and the Union.

Section 3. Arbitration

A. If the National Grievance Committee cannot reach a majority decision and is deadlocked, the Local Union or Employer may refer the matter to the neutral arbitrator who shall make the decision. The arbitrator shall issue a concise decision on the underlying grievance by bench decision unless otherwise agreed to by the parties.

B. The fees and expenses of the arbitrator, as well as hearing room and transcript costs, shall be borne equally by the parties. Each party shall be responsible for any costs associated with their representatives.

C. ~~The parties shall agree to a panel of five (5) National Academy of Arbitrators (NAA) certified permanent arbitrators, among whom cases will rotate, subject to each arbitrator's availability, in the hearing of cases arising under this National Addendum. Prior to the first meeting, the National Grievance Committee shall agree upon the list of standing arbitrators, as well as the procedure for replacing an arbitrator who is no longer available during the term of this Agreement.~~ The parties shall utilize a Standing Panel of seven (7) National Academy of Arbitrators (NAA) certified permanent arbitrators, among whom cases will rotate, randomly. The Standing Panel of arbitrators shall be established in the following manner:

(1) The parties will make a written request to the National Office of the American Arbitration Association to provide the parties a list of fifteen (15) NAA-certified arbitrators, national in scope;

(2) within 10 days of receiving the AAA list, the head of the Coalition and the Vice President of Labor Relations of the American Red Cross, or their designated representatives, will rank each arbitrator on the AAA list from 1 to 15 and return this list, by email, to the AAA;

(3) the AAA will identify and appoint to the Standing Panel the seven (7) highest mutually acceptable arbitrators;

(4) if any of the seven (7) arbitrators decline the appointment, the next highest mutually acceptable arbitrator will be designated by the AAA; and

(5) if, during the life of this agreement, should two or more arbitrators decline to remain on the Standing Panel, become disabled or deceased, the parties will promptly update their rankings of the remaining arbitrators from the original list provided by the AAA, and the highest mutually acceptable arbitrators will fill the spots to return the Standing Panel number to seven (7).

D. An arbitrator will be randomly assigned to each deadlocked grievance at the NGC meeting by the NGC.

E. If a national grievance has been deadlocked by the NGC, and the Union or Employer wishes to advance the matter to arbitration, the Union or Employer has sixty (60) calendar days to notify the assigned arbitrator of his/her appointment to preside over the arbitration, or the grievance will be deemed denied.

Section 4. Venue of Arbitration Hearings

A. Before ruling on the merits of a grievance, the NGC will determine whether the grievance has been appropriately brought before the NGC, which only has the authority to rule on national grievances (as defined by Article 23, Section 1).

B. Once the NGC rules on the status of a grievance, the grievance will be moved, if necessary, back to the local union. If the determination is made to move the grievance back to the local level, the local union grievance and arbitration rules and procedures, as outlined in the local's contract, shall govern and control. All durational requirements and rules for processing grievances at the local level shall begin upon notice to the local union by the NGC of the decision to move the grievance back to the local level.

C. If a national grievance that proceeds to arbitration was brought by one local union and/or only affects employee(s) who are members of one local union, the arbitration shall be conducted at the nearest AAA office, not further than 50 miles from the

local union of which the grievant(s) are members. If there are no AAA offices within 50 miles of the local union, the parties agree to mutually select a location within 50 miles from the local union. This provision does not preclude the parties from mutually agreeing upon an alternative location within 50 miles of the local union to hold the hearing.

D. If a national grievance that proceeds to arbitration was brought by two or more local unions and/or affects employees who are members of two or more local unions, the arbitration will be held in one of the following locations: for grievances arising out of the Eastern region, Washington, D.C.; for grievances arising out of the Central region, Chicago, Illinois; and for grievances arising out of the Western region, Los Angeles, California. Unless the parties agree upon a location in each city in which the arbitration will be conducted, the offices of the AAA will be reserved for the hearing.

~~Section 4~~ **Section 5.** Time Limit for Filing

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

~~Section 5~~ **Section 6.** Authority of the Arbitrator

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

ARTICLE 24. SEPARABILITY AND SAVINGS CLAUSE

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

Teamsters Addendum being declared invalid, it is the express intent of the parties that all of the provisions of the Agreement that are not declared invalid shall remain in full force and effect.

Section 2. In the event that any Article or Section is held invalid or enforcement or compliance with which has been restrained as above set forth, the parties affected thereby shall meet and confer regarding the affected provisions. If the parties are unable to arrive at mutually agreeable substitute language, then the matter shall be referred to a neutral arbitrator pursuant to Article 23 who shall resolve the dispute via interest arbitration.

ARTICLE 25. OTHER LEAVES

Section 1 – Disaster Assignments Leave/ Leave After a Disaster Assignment.

Effective the first of the month following ninety (90) days after ratification, the Disaster Assignments Leave language in all local contracts shall be removed, and the following shall be added to the Addendum:

- A. As part of the critical mission of the Red Cross, employees may actively participate in local, regional and national disaster relief efforts. The Red Cross will make reasonable efforts to provide employees with opportunities to participate in Red Cross disaster training and to accept assignments on Red Cross disaster relief operations.**
- B. Employees will be compensated at their regular rate of pay while attending disaster training during scheduled working hours or while on disaster assignments. Employees who have completed service on a disaster operation will be given additional time off before resuming their work duties. An employee will be given one (1) day of additional time off for every seven (7) days he or she was assigned to the disaster operation, not to exceed ten (10) days. This time off is not charged against the employee's paid time off and is not considered work time for purposes of calculating overtime. This time off must be taken within**

four (4) weeks following the disaster assignment and time off may not be exchanged for payment of the dollar equivalent of the time off.

Section 2 – Public Health Leave.

In the event of a public health crisis which requires employees to quarantine due to illness or exposure, an employee shall not be required to use PTO or Floating Holidays. In addition, the Red Cross and the TPC agree to immediately engage in Effects Bargaining.

ARTICLE 26. DURATION, TERMINATION AND RATIFICATION

Section 1. Duration and Termination

This Addendum and Local Agreements shall take effect upon ratification of the National Tentative Agreement/Addendum (NTA) and Local Tentative Agreement (LTA). The National **Teamster** Addendum and Local Agreements shall remain in full force and effect until September 30, 2021 **2024**, which shall be the contracts' expiration date. These agreements shall then renew themselves from year to year unless either party to the Agreement provides written notice to the other party at least sixty (60) days prior to the expiration of this Agreement of a desire to change, amend, or terminate these Agreements.

Section 2. Practices

All past practices not superseded by the National **Teamsters** Addendum or in conflict with the National **Teamster** Addendum or law, shall continue

Section 3. Ratification

A. The NTA and LTA shall not be binding on a Local Union or the American Red Cross until ratified (where applicable) by the Local (or all affiliated Locals of an ~~International~~ as provided for in their constitution and/or bylaws). Both the NTA and LTA must be ratified together, and there will be no further negotiations of or modifications to the NTA or an LTA after ratification unless mutually agreed to by the parties in writing.

B. First Contracts.

(1) Local Unions that have yet to negotiate first contracts will vote to ratify the National **Teamster** Addendum. If ratified, the National **Teamster** Addendum shall apply to those

bargaining unit employees immediately. Thereafter, the Local Parties will meet to negotiate their First Local Collective Bargaining Agreements by ~~October 1, 2018~~ **May 28, 2022**. The local parties shall negotiate terms and conditions of employment consistent with the National **Teamsters** Addendum and ratify their Local Agreements in accordance with their bylaws and constitution.

(2) ~~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 bargaining unit.~~ The Employer agrees that it will use its best efforts to implement the National **Teamster** Addendum National Agreement 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.

MEMORANDUM OF UNDERSTANDING NO. 1 – REGISTERED NURSES

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

~~Service Employees International Union (SEIU)
American Federation of Teachers (AFT)/Health Professionals & Allied Employees (HPAE)
American Federation of State, County and Municipal Employees (AFSCME)
Oregon Nurses Association
Local 3145, American Federation of State, County and Municipal Employees
SEIU Healthcare Michigan~~

~~1. The Employer and the Unions agree that in connection with Article 9 Staffing, Section 5 A4, the Employer will not layoff any member of the “Licensed Staff” (defined as a Registered Nurse or Licensed Practical Nurse or job titles~~

~~requiring equivalent licenses) for the purposes of implementing its right to utilize non licensed staff (or lower level licensed staff). This prohibition against layoffs of licensed staff in connection with the utilization of non-licensed staff (or lower level licensed staff) will extend for the duration of the National Addendum.~~

~~2. The Employer is under no obligation to replace licensed staff who leave the employment of the Red Cross with similarly licensed staff.~~

~~3. This prohibition against layoffs is limited strictly to the implementation of Article 9 Staffing. Layoffs of licensed staff may occur as part of a reduction of force that is targeted at multiple job classifications and is based upon financial reasons not directly related to the implementation of this provision. Such reasons may include a closure or reduction of a location, district, region or subset thereof; or a substantial documented loss of revenue or loss of a hospital contract.~~

MEMORANDUM OF UNDERSTANDING NO. 2 - SEVERANCE

This MOU is entered into between the Employer (American Red Cross) and the ~~Coalition~~ **IBT** (any "Local Union" which may become a party to the National **Teamster** Addendum), as part of the National **Teamster** Addendum. This letter is intended to memorialize the intent of the parties.

There is no national severance benefit agreement between the ~~Coalition~~ **IBT** and ARC. Severance benefits shall be negotiated on a local basis. Where union employees who are involuntarily terminated due to a reduction in force and the local contract does not have a severance provision, the parties shall meet and negotiate in good faith regarding severance eligibility and benefits.

MEMORANDUM OF UNDERSTANDING NO. 3 - SAG

~~Section 1.~~ The purpose of the SAG MOU is to document the intentions of the union coalition members and Red Cross management, recognizing that both parties desire an outcome demonstrating improved processes and resulting in an improved work/life balance for the

employees. As referenced in Article 10, Section 2, the priorities are:

- ~~▪ Getting the time off requested (PTO)~~
- ~~▪ Number of hours worked per week, including mandatory overtime, and Saturday and Sunday assignments~~
- ~~▪ Getting off at the scheduled end time of a drive~~
- ~~▪ Travel distance to the blood drive~~
- ~~▪ Schedules that do not change after posting~~

~~Section 2.~~ Schedule generation and distribution beyond the current 3 week Collections schedule will be prioritized accordingly by the SAG, identifying additional opportunities (beyond Article 10, Section 4) to improve lead time while also reducing changes. It is understood that different functions may have different scheduling requirements and processes based on the nature of the work being performed.

In reference to Article 10 Section 4, through efforts of the SAG, we shall endeavor to implement a two (2) day Collections schedule review period on or before December 31, 2019.

~~Section 3.~~ In effort to approve more time off for bargaining unit employees and ensure that operations are properly staffed, the Scheduling Advisory Group will help refine the PTO request process outlined below with the intent to initiate rollout of a model program recommendation to all bargaining unit employees on or before July 1, 2019. The Employer and Local Union shall meet to negotiate a program, which includes, but is not limited to the topics below. Local unions who already have effective PTO approval programs may opt out of the process. The Scheduling Advisory Group will continue to provide regular updates on progress and results to the Senior Partnership Committee (SPC).

- ~~a. 3 solicitation periods open (180 day, 90 day and 30 day) at defined intervals throughout the year will be offered.~~
- ~~b. Employees will be permitted to request leave on anticipated leave accrual through the solicitation period(s) open.~~

- e. ~~Acquisition Planning and Scheduling (APS) will first process multi-day requests in seniority order, followed by single day requests in seniority order.~~
- d. ~~Months, weeks and days outside of the defined solicitation periods will be closed and PTO requests submitted for these timeframes will not be considered except for leave requests made within the 30-day period.~~
- e. ~~Other items that should be incorporated into the recommended PTO request process include, but are not limited to a deadline to respond to PTO requests, the percentage of leave available during each solicitation period, etc.~~

~~Section 4. The Red Cross commits to continuing the two (2) consecutive days off initiative for Collections staff through the work of the Scheduling Advisory Group (SAG). Within six (6) months of implementing this Agreement, the SAG will work collaboratively to assess and develop a plan for a pilot related to two (2) consecutive days off for other bargaining unit employees, including but not limited to employees in Fixed Sites, Hospital Services, etc.~~

~~The approach to the scheduling solution related to two (2) consecutive days off will adhere to provisions in the Local Agreements, including whether the Local Union would like to opt out of this initiative.~~

~~Section 5. The Employer will make its best effort to avoid fixed sites late ends. The Red Cross commits to establishing a Fixed Site Taskforce including fixed site bargaining unit employees, union representation and ARC Management, including Fixed Site CCE and APS Executive. The Taskforce will hold its first meeting within three (3) months post ratification with the intent to address late ends in the fixed site operations. The Taskforce will compare fixed site late end definitions against staff schedules and identify solutions to be implemented within ninety (90) days of solution development, sooner if operationally feasible. If there are still problems after the 90 days, they will be escalated to the SPC.~~

The TPC shall be responsible for all things the SAG has been traditionally handling. As such, the TPC

shall jointly review the SAG MOU #3, following ratification, and update the MOU as appropriate.

LETTER OF AGREEMENT #1 – CALIFORNIA OVERTIME

The Red Cross and the Teamsters acknowledge that the National Agreement prohibits the California local unions from bargaining daily overtime. The parties enter into this side letter so that the Red Cross and the California local unions may negotiate over the California daily overtime legislation. The Red Cross and Teamsters agree that if the outcome of the daily overtime negotiations in California conflicts with the National Agreement, the California local agreement shall control regarding daily overtime.

APPENDIX A – LIST OF IBT UNIONS

- ~~AFSCME Council 31, Local 2691~~
- ~~AFSCME Local 1199DC NUHHCE~~
- ~~AFSCME Local 3145~~
- ~~AFSCME Local 3652 NUHHCE~~
- ~~AFSCME Local 3931~~
- ~~AFT Local 5103 HPAAE~~
- ~~AFT Oregon Nurses Association Local 5905~~
- ~~CWA Local 1118~~
- ~~CWA Local 1122~~
- ~~CWA Local 1123~~
- ~~CWA Local 13000~~
- ~~CWA Local 13500~~
- ~~CWA Local 2100~~
- ~~CWA Local 2201~~
- ~~IUOE Local 542~~
- ~~SEIU Healthcare Michigan~~
- ~~SEIU Local 1199 UHE Mass.~~
- ~~SEIU District 1199 WKO~~
- ~~SEIU Local 1989~~
- ~~SEIU Local 521~~
- ~~SEIU Local 721~~
- ~~SEIU Local 221~~
- ~~Steelworkers Local 254~~
- ~~Steelworkers Local 9287~~
- ~~Teamsters Local 170~~
- Teamsters Local 215**
- ~~Teamsters Local 223~~
- ~~Teamsters Local 243~~

Teamsters Local 25
 Teamsters Local 337
 Teamsters Local 340
 Teamsters District Council 2, Local 388M
 Teamsters Local 391
 Teamsters Local 414
 Teamsters Local 507
~~Teamsters Local 523~~
 Teamsters Local 542
 Teamsters Local 554
 Teamsters Local 570
 Teamsters Local 63
 Teamsters Local 682
 Teamsters Local 71

Teamsters Local 728
 Teamsters Local 760
Teamsters Local 783
 Teamsters Local 795
 Teamsters Local 839
Teamsters Local 886
 Teamsters Local 929
~~UAW Local 2322~~
~~UAW Local 771~~
~~UFCW Local 1059~~
~~UFCW Local 75~~

APPENDIX B. PREMIUM RATES

Premiums associated with how an employee is scheduled

1. Standard Shift Differentials

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

Table 14.1

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

2. Shift Differential & Weekend Premiums by Function

a. Employees will be compensated with the below premiums for hours worked on the weekend, based on their function, as follows:

(i) Manufacturing and Testing – *Weekend premiums begin Friday at 11pm*

Table 14.2

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

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

Table 14.3

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

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

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

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

Table 14.4

Standard Weekend Premiums	
Shift	Weekend
1 st Shift: 6a-6p	\$1.25/hour

2nd Shift: 6p–midnight	\$2.00/hour
3rd Shift: midnight-6a	\$2.50/hour

c. Baylor Plan

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

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

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

Table 14.5

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

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

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

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

Table 14.6

	Minimum	Parameters
Standard	3 hours	• The 3 hour guarantee only applies when the employee must come in to the office to work
IRL	3 hours	• Work performed at call in is 1.5x

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

5. Skill-Based Premiums (All Changes shall be made within 90 days following ratification)

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

- a. Double Red Cell (DRC): Collections staff, other than Collections Technician IIIs,* collecting DRC shall be compensated at the rate of \$1.50 per hour. The premium will apply to all hours an employee works on that day, and will be paid in addition to any shift or weekend differentials.
- b. Charge (Collections Specialist II): Charge staff shall be compensated at the rate of \$2.50 per hour. The premium will apply to all hours an employee works on that day, and will be paid in addition to any shift or weekend differentials.
- c. Trainer: Provides both classroom and/On-the-job instruction to develop new skills in a staff member and can also perform competency assessments for other staff members. This designation requires successful completion of trainer/instructor certification (by Red Cross regulated standards).
- d. Employees performing the trainer function as described above will be compensated at the rate of an additional \$1.25 ~~\$2.00~~/hr., and will be compensated at a half day minimum, for example, 1–4 hours will receive 4 hours; and, greater than 4 hours (for an 8-hour work day), the premium will apply to all hours an employee works on that day. **apply to all hours an employee works on that day.** Trainer differential will be paid in addition to any shift or weekend differentials.
- e. Instructor (OJI): An OJI performs training that occurs in the live environment prior to authorization to perform independently and can also perform competency assessments. OJI designation requires the successful completion of a trainer/instructor certification (by Red Cross regulated standards).

- f. Employees performing the OJI function as described above will be compensated with an additional \$1.25 ~~\$2.00~~/hr., and will be compensated at a half day minimum, for example, 1–4 hours will receive 4 hours; and, greater than 4 hours (for an 8-hour work day), the premium will apply to all hours an employee works on that day. **apply to all hours an employee works on that day.** OJI differential will be paid in addition to any shift or weekend differentials.
- g. Translator: This designation requires successful completion of an assessment (by Red Cross regulated standards).
- (i) Employees performing in the Translator function will be compensated at the rate of an additional \$1.25/hr., and will be compensated at a half day minimum, for example, 1 - 4 hours will receive 4 hours; and, greater than 4 hours (for an 8-hour work day), the premium will apply to all hours an employee works on that day. Translator differential will be paid in addition to any shift or weekend differentials.
- h. Preceptor: This terminology should no longer be used.

The Employer shall establish a new position classification, Collection Specialist III (CSIII) with an additional \$2.50 per hour (in total) added to an employee’s wage rate:

The CSIII position qualifications shall include demonstrated leadership skills as well as previous qualification and experience in:

- **Power Reds (CTIII)**
- **Charge (CSII)**
- **OJI position**

The Employer shall determine the number of CSIII’s required and the selection of CSIII’s shall be by skill and ability (i.e., employer discretion) with seniority as a tie breaker. As with all premium positions, an employee requesting to step down from the role or classification will lose the premium or wage increase associated with the role when the Employer releases the employee from the role/classification. The Employer maintains the right to delay the release while it is replacing the employee seeking to step down.

- **Employees selected for CSIII classification who do not have a charge and/or power red premium included (“baked in”) to their existing hourly rate will have their base wage increased by \$2.50 per hour.**
- **Employees selected for CSIII classification who have a charge and/or power red premium included (“baked in”) to their existing hourly rate shall receive an increase above their “baked in” wage rate, not to exceed \$2.50 per hour.**
- **Employees selected for CSIII classification shall not be entitled to receive any further premiums for Power Reds, Charge or OJI.**

(There is no premium associated with Project Impact, and the parties agree to finalize the Effects Bargaining Agreement following ratification.)

The Parties agree that all outstanding Local contract negotiations and any wage compression/hire rate negotiations shall be completed no later than May 28, 2022.

APPENDIX C. TEAM CARE RATES AND DESCRIPTION

Full-Time Employees

<u>January 1 through June 30, 2022</u>	Monthly Premium	Monthly Red Cross Contribution	Employee Per Pay Period Contribution (24 Annual)
Employee Only	\$ 835.60	\$ 741.24	\$ 47.18
Employee + Spouse/Partner	\$ 1,613.30	\$ 1,228.02	\$ 192.64
Employee + Child(ren)	\$ 1,747.07	\$ 1,329.79	\$ 208.64
Employee + Family	\$ 2,282.45	\$ 1,737.07	\$ 272.69

<u>July 1 through December 31, 2022</u>	Monthly Premium	Monthly Red Cross Contribution	Employee Per Pay Period Contribution (24 Annual)
Employee Only	\$ 835.60	\$ 735.58	\$ 50.01
Employee + Spouse/Partner	\$ 1,613.30	\$ 1,204.96	\$ 204.17
Employee + Child(ren)	\$ 1,747.07	\$ 1,304.71	\$ 221.18
Employee + Family	\$ 2,282.45	\$ 1,704.31	\$ 289.07

Part-Time Employees -

<u>-January 1 through June 30, 2022</u>	Monthly Premium	Monthly Red Cross Contribution	Employee Per Pay Period Contribution (24 Annual)
Employee Only	\$ 834.04	\$ 624.30	\$ 104.87
Employee + Spouse/Partner	\$ 1,611.70	\$ 749.24	\$ 431.23
Employee + Child(ren)	\$ 1,745.51	\$ 770.73	\$ 487.39
Employee + Family	\$ 2,280.89	\$ 856.67	\$ 712.11

<u>July 1 through December 31, 2022</u>	Monthly Premium	Monthly Red Cross Contribution	Employee Per Pay Period Contribution (24 Annual)
Employee Only	\$ 834.04	\$ 611.68	\$ 111.18
Employee + Spouse/Partner	\$ 1,611.70	\$ 697.54	\$ 457.08

Employee + Child(ren)	\$	1,745.51	\$	712.17	\$	516.67
Employee + Family	\$	2,280.89	\$	771.17	\$	754.86611.07

APPENDIX D: PAID FAMILY LEAVE POLICY

American Red Cross Paid Family Leave Policy

The American Red Cross recognizes that employees must balance work obligations with providing care for their families. The intent of the Paid Family Leave Policy (PFL) is to provide eligible employees with a dedicated paid leave to support them while meeting family obligations.

The policy provides employees with up to twelve (12) weeks of paid leave at 80% of regular base salary or wage based on their weekly standard hours up to a maximum base equal to the IRS definition of a Highly Compensated Employee at the time of the leave (\$130,000 in 2021) to care for a close family member with a serious health condition (“Caregiver Leave”) and/or care for or bond with children within the 12 months following the birth or placement (via adoption, surrogacy, or foster care) of a child in the employee’s household (“Parental Leave”). Employees’ own medical conditions are not eligible for this policy and are provided for by other applicable leave and disability benefit plans provided by the Red Cross.

The terms of this policy will be administered by the American Red Cross Absence Management Service Center (the “Leaves Administrator”). The Service Center can be reached at 1-877-860-7526. Employees will need to comply with any documentation and/or certification as requested by the Leaves Administrator.

Eligibility

To qualify for Paid Family Leave, you must be: (1) a regular full-time, or part-time employee who is normally scheduled to work at least 20 hours per week and eligible to earn PTO at the time of the qualifying event; (2) have worked for the Red Cross for at least one (1) year; and (3) have worked 1,040 hours or more (inclusive of paid time off and holiday pay) within the 12-month period immediately preceding the date the leave would begin. This policy does not apply to employees who are temporary, part-time scheduled fewer than 20 hours per week, AmeriCorps, or other non-benefits- eligible employees. This policy also does not apply to employees covered by a collective bargaining agreement (“CBA”) unless the CBA specifically provides for their eligibility for this benefit.

Spouses and/or domestic partners who are both eligible employees may each take leave under this policy for the same qualifying event; however, managerial approval may be required for employees working in the same unit to be on leave at the same time.

Description of Benefit

Paid Family Leave may be taken for one or more of the following events consistent with how those events are defined under the federal Family and Medical Leave Act (“FMLA”):

- Caregiver Leave – for the care, treatment, or diagnosis of a physical or mental illness or condition of an employee's family member for whom the employee has caregiver responsibility. A family member under this policy includes the employee’s spouse or qualified domestic partner, child, parent, grandparent, grandchild, or sibling with a serious health condition as defined by FMLA.
- Parental Leave – for an employee to bond with a child or children after the birth, adoption, or foster care placement, within 12 months following that event. The adopted or foster child or children must be under age 18. The adoption of a new spouse’s or domestic partner’s child or children is excluded from this policy. Parental leave cannot be taken during short-term disability following childbirth but can commence after approval by the disability insurer for return to work.

An event occurring prior to the effective date of this policy (either October 1, 2021, or, if an employee is covered by a Collective Bargaining Agreement, the effective date per the CBA) is not eligible for Paid Family Leave.

Up to thirteen (13) weeks of leave including a one (1) week unpaid waiting period under this policy may be taken within a rolling 12-month period. Employees can elect to use available PTO or Floating Holidays to supplement pay during the waiting period and while receiving pay under this policy. The combination of PTO, Floating Holiday, and Paid Family Leave hours cannot exceed an employee’s normally scheduled weekly work hours. Unused leave under this policy does not carry-over to the following period. The usage period and amount of leave provisions also apply when the leave is used for a combination of qualifying events and when more than a single qualifying event occurs within the 12-month period. Additional leave may be available through other benefit policies, such as Paid Time Off (“PTO”) if more time than provided under this policy is needed.

Caregiver Leave for the same family member can only be used once every 24 months following the first day of the previous Paid Family Leave for that family member. This does not apply if the previous Paid Family Leave taken for that family member was for Parental Leave.

Intermittent leave is not available under this policy and leave taken must be greater than a full week including the waiting period, based on the employee’s regularly scheduled work week. A leave does not have to start on the first day of a pay cycle of the employee’s standard work schedule. If less than one week of leave in total is needed, PTO or other available leave must be used instead of Paid Family Leave.

Where leave under this policy also qualifies for job-protected leave under other federal or state leave laws, such as FMLA, Paid Family Leave will run concurrently, and will be applied to any qualifying FMLA or state leave to the extent consistent with applicable law. An employee must also file a request for FMLA when applying for leave under this policy.

Leave taken under this policy that does not otherwise qualify for FMLA job protection will be treated as if FMLA applies for job protection purposes. For example, under the Caregiver Leave component, this policy covers care for family members that do not qualify under FMLA. Leave taken under this policy for a non-qualified family member would be treated the same as FMLA for job protection purposes.

Requesting Leave

Eligible employees must (1) notify their supervisor following their department's call-in policy or guidelines and (2) contact the American Red Cross Absence Management Service Center (the "Leaves Administrator") at 1-877-860-7526 at least 30 days in advance of the start of the leave. If leave is not foreseeable, employees must provide as much notice as reasonably practicable under the circumstances. Requests for leave under this policy must be made to the Leaves Administrator within 15 days of the qualifying event, except for Parental Leave. Employees applying for leave under this policy are required to submit the documentation requested by the Leaves Administrator to support the request. Where leave under this policy also qualifies for FMLA leave or similar state paid leave programs, employees must submit the required FMLA or state leave documentation, which may also suffice to support this policy's documentation requirement as determined by the Leaves Administrator. If the requested Paid Family Leave is not approved by the Leaves Administrator prior to requested start date of the leave, an employee can elect to use PTO while waiting for approval of the leave request beyond the one week waiting period. If the Paid Family Leave is approved, the Leaves Administrator will reinstate 80% of PTO hours taken beyond the waiting period with Paid Family Leave. If this results in an overpayment, the Red Cross will recover the overpayment following its standard recovery procedures through Payroll. Failure to provide documentation requested by the Leaves Administrator in support of the leave by the due date set by the Administrator will result in the request being denied.

Benefits While on Leave

Eligibility for benefits continues during Paid Family Leave. Employees already enrolled may continue health and other insurance coverages during Paid Family Leave subject to the terms, conditions, and limitations of the applicable plans in which the employee may participate. Applicable employee and employer contributions towards the cost of benefits will continue while on leave and will be deducted from pay. If pay is not sufficient to cover the cost of benefits, the employee will be responsible for missed deductions through catch up deductions in future payrolls.

Beginning Paid Family Leave is not a qualifying event to allow changes to an employee's current benefit enrollment or the opportunity to elect new benefits. However, an event coincident with paid family leave such as but not limited to the birth of a child would be a qualifying life event allowing changes to be made to benefit elections. The Benefit Plan policy would be the primary determiner of changes allowed.

PTO will continue to accrue at the employee's standard rate.

Standard holidays occurring during Paid Family Leave will be recorded as such and do not extend the leave period or augment pay. Unused Floating Holidays that expire during the leave period (June 30 and December 31) are forfeited per the Holidays policy in the Employee Handbook. Floating Holidays will be granted biannually as scheduled in the Holidays policy.

Coordination with State Paid Family Leave Programs

Where an employee is also eligible for a state paid family leave benefit, benefits under this policy will coordinate and run concurrently with the state plan to the extent consistent with applicable law. The combined benefit received under the state and Red Cross programs will not exceed 100% of an employee's regular base salary or pay to the extent consistent with applicable law.

Return from Leave

Confirm your return-to-work date or any changes to the date with your Manager/Supervisor and the American Red Cross Absence Management Service Center at 877-860-7526 prior to coming back to work.

If the circumstances of your leave change and you are able to return to work earlier than the date indicated on your leave approval, you are required to notify the Absence Management Service Center in advance. Notification should be provided within two workdays after the change if the circumstance is known, and no later than two workdays prior to the date you intend to report to work.

If you don't return to work and need to extend your leave, notify the Absence Management Service Center and your department. If you do not notify your Manager /Supervisor of changes in your leave needs and do not return to work as scheduled, additional absences may be applicable to the attendance policy, which could result in discipline or termination. Additionally, failure to notify your Manager/Supervisor of changes in your return may result in the termination of your employment.

Your Manager/Supervisor must confirm your return to work with the American Red Cross Absence Management Service Center upon return in order to reinstate access to American Red Cross systems.

Other

Eligibility for leave ceases at the end of employment. Where an employee is on Paid Family Leave when employment is terminated, leave under this policy does not continue beyond the end of employment. Unused Paid Family Leave days are not subject to payout.

The Red Cross reserves the right to discipline employees who abuse this policy. Examples of abuse include but are not limited to, falsifying documents submitted to support leave or being untruthful about the reasons for requested leave.

The Red Cross reserves the right to modify this policy in whole or in part including cancellation at any time.

