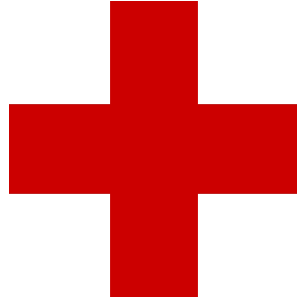


**AGREEMENT BETWEEN  
AMERICAN RED CROSS BLOOD SERVICES**



**AND  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS LOCAL UNION 222**



**UTAH / NEVADA REGION  
SALT LAKE CITY, UTAH**

**MANUFACTURING COMPONENTS / QUALITY CONTROL,  
EQUIPMENT TECHNICIANS  
IMMUNOHEMATOLOGY REFERENCE LABORATORY**

**LAST BEST & FINAL**

**(ENTER DATE) THROUGH SEPTEMBER XX, 2028**

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## ARTICLE 1 - AGREEMENT

This Agreement entered into as of this **(enter day, month & year)**, by and between AMERICAN RED CROSS BLOOD SERVICES – UTAH/NEVADA REGION, hereinafter called the "Company", "Employer", "ARC", or "Region" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS - LOCAL 222, called the "Local Union", "Union" or "Local 222".

The purpose of this Agreement is to set forth terms and conditions of employment, to prevent interruptions of work and interferences with the efficient operation of the Region; to secure fair and prompt disposition of grievances and generally to promote sound labor management relations and therefore both parties intend to manifest good faith and credibility in carrying out this purpose.

The Employer agrees to act at all times in such a manner as to assure proper dignity and respect for all employees covered by this Agreement. The Union and the said employees agree to act at all times in such a manner as to assure proper respect for the Employer. The Union and the Employer agree to cooperate in assuring the efficient operation of the Region, in serving the needs of the community, and in meeting the highest of professional standards in such service.

## ARTICLE 2 - UNION RECOGNITION

Pursuant to the elections conducted on March 13, 2024, and on **(enter date)** the Utah/Nevada Region Manufacturing, IRL, and **(enter dept.)** departments of the American Red Cross recognizes the International Brotherhood of Teamster, Local 222, as the sole and exclusive bargaining agent as modified for:

All full-time and regular part-time Equipment Technician I, Equipment Technician II, Equipment Technician III, Manufacturing Technician, Manufacturing Lead Technician, Manufacturing Technologist I, Manufacturing Technologist II, IRL Technologist I, IRL Technologist II, IRL Technologist III, and IRL Lead Technologist employed by the Employer at 6616 S. 900 E., Salt Lake City Utah but **EXCLUDING** all other employees, including all confidential employees, office clerical employees, professional employees, managerial employees, guards, and supervisors as defined in the Act.

## ARTICLE 3 - MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, and all other agreements between the parties, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Employer, including, but not limited to the rights: to reprimand, suspend, discharge, or otherwise discipline employee for just cause; to determine the number of employees to be employed; to utilize part-time, and temporary employees and volunteers; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer and layoff employees; to set the standards of productivity and the services to be rendered; to determine an employee's ability to perform assigned work in a satisfactory manner; to create joint working efforts with the employees; to maintain the efficiency of operations; to determine the personnel, methods, procedures, means and facilities by which operations are conducted; to set the starting and quitting time, the number of hours and shifts to be worked and the workweek; to require, schedule and assign overtime work; to establish and change work schedules and assignments; to close down or relocate the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; to require employees to submit to drug and/or alcohol tests and/or criminal background checks and/or driving record checks that are required as an condition of employment; to establish new job classifications and to determine job content; to control and regulate the use of

machinery, facilities, equipment and other property of the Employer; to introduce new or improved service, testing and maintenance methods, materials machinery and equipment; to issue, amend and revise policies, reasonable rules, regulations and practices that do not conflict with the terms of this agreement. The Employer shall meet and discuss any proposed new or significantly altered rules and regulations with a representative of the Local Union at least two weeks in advance of implementation of the rule. The reasonableness of rules shall be subject to the grievance procedure. The Employer may take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer and to direct the Employer's employees.

The Employer will meet and discuss with the Union concerning closing down or relocating the Employer's operations or any part thereof, or expanding, reducing, combining, transferring, or ceasing any job, department, operation, or service that relates to the work of the bargaining unit. The Employer understands the Union's right to request to bargain the effect of these types of changes.

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

#### **ARTICLE 4 - UNION SECURITY**

Section 1. Union Security: The Company shall have the right to hire employees from any source it chooses. The Company agrees to look internally for candidates who are qualified for open vacancies or newly created positions before looking outside the Company to fill those positions. The Company recognizes that the Union may be one source for qualified applicants and the Company agrees not to discriminate against any applicants referred by the Union.

Section 2. Check-Off: The Employer at the request of the Union is to deduct from the wages of employees, membership dues (and initiation fees) and promptly transmit such funds to the Local Union, provided that the Employer has received a written authorization from each employee, on whose account such deductions are made. Deductions shall be made bi-weekly from the employee's check and remitted to the Union office on or before the fifteenth (15<sup>th</sup>) day of the following month.

Section 3: The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the requirements of this Article.

Section 4. Orientation: The Local Union shall give an electronic copy of the Local Agreement, National Teamsters Addendum and a Teamsters Membership paper application to all new bargaining unit employees during the new hire orientation. Per the National Teamster Agreement, the Business Agent of the Local Union or a designated steward will be offered twenty (20) minutes to meet with new employees during the New Employee Orientation. The Employer will work with the Local Union if the standard scheduled time is an issue and try to find an alternative time within the same work week.

Section 5. Bargaining Unit Work:

- a) Supervisors may perform bargaining unit work in the circumstances outlined in Article (8), Section (3) of the National Addendum.

- b) The Employer shall not subcontract work governed by this Agreement for the purpose of replacing active bargaining unit employees.

Section 6. DRIVE: The Employer agrees to deduct from the paycheck covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from their paycheck on a weekly basis for all weeks worked. The phrase “weeks worked” excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the last four digits of the employee’s social security number and the amount deducted from the employee’s paycheck.

## ARTICLE 5 - SENIORITY

### Section 1. Definitions and Seniority Lists:

**Organization Seniority:** Organization seniority is defined as the length of an employee's unbroken service with the American Red Cross since the date of employment or reemployment, whichever is later. Organization seniority shall apply for purposes of, for instance, determining PTO accrual.

**Department Seniority:** Department seniority is defined as the length of an employee's unbroken service in the department. Department seniority shall apply for purposes of shift and PTO bidding, overtime, layoff and recall as provided for in this Agreement.

**Seniority List:** The Region shall furnish the Local Union with a seniority list at the end of each calendar quarter.

Section 2. Probationary Period: New employees shall be on probationary for ninety (90) calendar days. That probationary period may be extended by mutual agreement of the ARC and the Union. Upon satisfactory completion of the probationary period, seniority shall be credited from the date of hire. Any employee with less than ninety (90) calendar days of service, who, in the sole opinion of the Region, is not performing satisfactorily, shall be subject to disciplinary action and/or dismissal, and such employee shall not have recourse to the grievance procedure or arbitration. The Employer, to the extent it deems necessary and desirable, will engage in verbal counseling with probationary employees; provided, however, the Employer’s failure to do so shall have no effect on the Employer’s rights listed above.

If two (2) or more employees have the same seniority date, the senior employee(s) shall be determined by who’s last four digits of their social security number are higher.

Section 3. Layoff: If the Employer determines that it is otherwise appropriate, the Employer may institute a layoff of the affected employees. The Employer shall consider the idea of seeking volunteers for reduced workweeks. Also, the Employer shall seek volunteers from among the affected employees in the affected job classification. If there are no volunteers, or in the event the number of volunteers is insufficient, probationary employees in the affected job classification shall be the first laid off. Should additional layoffs be necessary, the Employer will lay off the least senior part-time employees in the affected job classification. Should additional layoffs be necessary, the Employer will lay off the least senior full-time Employees in the affected job classification. To avoid being laid off, employees who are slated for layoff may apply their seniority to bump the least senior employee within any classification within the CBA, provided the employee is cross-trained or qualified.

Section 4. Recall: When the workforce increases following a layoff, the most senior employees will be recalled to their classification or any classifications in which they are qualified for, in accordance with their classification seniority. In no case will new employees be hired into a classification as long as employees in that classification are on layoff. An employee who has been laid off and who has been recalled and accepted for active employment with the Region will receive full credit for service during the period of layoff.

The Employer will forward notice of is reflected certified mail, documented phone call and e-mail to the last known address of the Employee reflected on the Employer's records. The Employee must, within three (3) working days of delivery or verified contact of the employee of the notice of recall, notify the Employer of his/her intent to return to work fourteen (14) days from the date of delivery of the notice.

Section 5: Seniority shall be broken, and the employee terminated for any of the following reasons:

- a) Resignation or discharge
- b) Layoff for a period equal to the employee's seniority or for one (1) year, whichever is less. To retain seniority, however, an employee must maintain a current address with the Region and respond within 48 hours to any request for updated information regarding their status. If these conditions are not met, seniority shall terminate.
- c) Failure to notify the Region within three (3) working days after notice of recall with verified contact with the employee.
- d) If the employee engages in other gainful employment without Region approval while on approved leave of absence, failure to report to work within three (3) working days from an approved leave of absence, vacation, or any other absence from work without notice, or employees' receipt of long-term disability benefits.
- e) The employee retires.
- f) Promotion out of the bargaining unit.

Section 6. Job Vacancies: Posting: When a vacancy or new job opening occurs in the bargaining unit, the Employer will communicate job vacancy information through the Exchange and email. The position will be posted for five (5) business days (excluding Saturdays, Sundays and contractual Holidays) All such applicants will be considered provided that:

- 1) The employee is not on probation.
- 2) The employee has not been promoted or transferred within the last six (6) months.
- 3) The employee has not been given a written warning or suspension in the last six (6) months. If the individual is in the process of contesting their discipline the Company will meet and confer with the Local Union.

When filling posted job openings, when skill and ability are equal, the most senior person shall be selected.

Section 7. Employees with Restrictions:

- a) Notwithstanding any other sections of this Agreement, the Employer may place an employee with medical work restrictions in any open job or may create a new job, to accommodate the employee's physical limitations, consistent with the Americans with Disabilities Act. Prior to any implementation, the Employer will notify the Union.

- b) The Employer has the right, at its expense, to require the employee to be examined by a health care practitioner of the Employer's choice. The Union may request a meeting to discuss any possible action. Any job so filled shall be referred to as a Limited Duty Job. No employee shall have a right to bid into a Limited Duty Job. A Limited Duty Job may be discontinued at any time but must be discontinued when the employee filling the position is released from physical restrictions or leaves the position. If a new job is created to meet this accommodation, a new job rate will be established.

Section 8. Return to Former Job Classification: An employee who accepts a job will be given thirty (30) working days to return to his/her former job at his/her own request. If the employee elects to return to his/her former position during this thirty (30) working day period, he/she shall forfeit their right to bid for any job opening for six (6) months. An employee who is unable to perform the job to which they bid to the satisfaction of the employer at any time within thirty (30) workdays after being awarded the job shall be returned to the job classification, they held at the time of submitting the bid.

Section 9: Returning to the Bargaining Unit: A person who accepts a position with the Employer, but outside the bargaining unit shall have no rights under this Agreement. If the person is returned to the bargaining unit within ninety (90) calendar days, the employee's original bargaining unit seniority date will be restored. If the person is returned to the bargaining unit more than (90) calendar days after his/her movement out of the unit, they shall be placed at the bottom of the seniority list.

## **ARTICLE 6 - NON-DISCRIMINATION & HARASSMENT FREE WORKPLACE**

Section 1. Non-discrimination: All bargaining unit employees are covered by the non-discrimination clause in Article (3) of the National Addendum.

Section 2. Harassment Free Workplace: The American Red Cross is committed to a work environment free from intentional or unintentional harassment in which everyone is treated with respect and dignity while working, while on American Red Cross premises, while traveling on American Red Cross business, or at American Red Cross functions. Employees that feel comfortable may directly intervene in situations where they identify bullying or any type of harassment, are encouraged to do so. The Region agrees to continue the then current harassment free workplace policy found in the employee handbook. Sexual harassment is specifically prohibited. Examples of conduct prohibited by this policy can be found in the employee handbook.

Section 3. Reporting: Employees are responsible for reporting any concerns regarding alleged harassment in violation of this policy. Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. Employees are required to cooperate in all investigations. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed.

Section 4. Retaliation: The American Red Cross does not tolerate retaliation against employees who act in good faith to report or assist in the investigation of a possible violation of this policy in good faith and employees who believe they have suffered retaliation should report their concerns to Human Resources (HRNow link on the Exchange).

Section 5: Complaints made in bad faith may result in disciplinary action, up to and including termination of employment. Violations of this policy will be dealt with appropriately and promptly and may result in disciplinary action, up to and including termination of employment. In addition, if, in the course of investigating a complaint under this policy, the American Red Cross concludes that an employee's

behavior, while not rising to the level of harassment, violates other American Red Cross policies, including American Red Cross behavior expectations, appropriate disciplinary action may be taken.

**ARTICLE 7 - JOB CLASSIFICATIONS**

Section 1: The job classifications covered under this agreement are the following:

<b>Job Classification</b>	<b>Department</b>
Equipment Technician I & II	Equipment
Technician	Component Manufacturing
Lead Technician	Component Manufacturing
Technologist I & II	Manufacturing Quality Control
IRL Technologist I, II & III	IRL
IRL Lead Technologist	IRL

If the Employer establishes a new job classification within the bargaining unit during the term of this Agreement, the Employer shall also establish the rate of pay thereof. The Employer shall notify the Union in writing of the establishment of any new job classifications fourteen (14) calendar days prior to beginning the recruitment process to negotiate the established rate of pay.

**ARTICLE 8 - CHANGES TO EMPLOYMENT CATEGORIES**

Section 1: An employee in any classification who desires to change from full-time to part-time status or part-time to full-time status shall be considered as follows, if ARC determines that it needs part-time or full-time staff:

- a) Qualifications for the part-time or full-time position shall be determined by ARC.
- b) The part-time or full-time position shall be posted (electronically or otherwise) for at least seven calendar days.
- c) The ARC shall determine who may qualify for the position.
- d) If the ARC determines that two or more of the most qualified applicants are equally qualified, it shall select the employee with the greatest classification seniority.

Section 2: Employees must submit such requests in writing to their department head for such a change. When the Region determines that a part-time or full-time slot is available, it will post a notice to that effect. Thereafter, it shall be done by seniority.

**ARTICLE 9 - HOURS OF WORK, WORKWEEK AND OVERTIME**

Section 1. Workweek:

- a) The normal workweek is seven (7) consecutive days consisting of four (4) or five (5) working days, Saturday through Friday. All employees shall receive meal periods and rest breaks in accordance with Article (7) of the National Addendum. With management’s approval the employees can extend their lunch period without pay. If the Employer needs to modify the QC Lab



4/10 schedule, the Employer will meet with the Business Agent of the Local Union to discuss the change in advance of the implementation.

- b) Employer required meetings shall be considered as time worked and shall be used for the purpose of computing overtime.
- c) Nothing in this Agreement shall be construed as a guarantee of hours of work per day, per week, or per pay period. Nothing in this Agreement shall limit the Employer from requiring longer hours of work as long as the overtime requirements set forth in Article (13) of the Teamster National Addendum are met.
- d) The Employer shall have the right to maintain, institute and change shifts, workweeks and pay periods, so as to obtain the production it desires. This includes the right to establish, maintain or discontinue shifts or work weeks. If a work week becomes available, the Employer will email all the employees and seek qualified volunteers for the open shift. The work week will be open for a minimum of ten (10) calendar days before it is awarded. If more than one employee asks for the available shift, skills, qualifications and ability being equal, seniority will prevail, subject to the grievance procedure. The Employer will endeavor to honor employee requests for a modification to their shift schedule. No request will be unreasonably denied.
- e) Upon request by the Union, the Employer will provide any and all information used to determine staffing within the department. The Employer shall provide the information within five (5) business days of the Union's request. The Union may review the materials and arrange a meeting with the Employer to discuss staffing concerns consistent with Article (8) of the National Addendum.

Section 2. All Overtime: A signup sheet for voluntary overtime shall be posted either weekly, bi-weekly, or monthly. All overtime will be offered by seniority, starting with the most senior qualified employee. If there are not enough volunteers, mandatory overtime will be assigned by inverse seniority starting with the last employee hired.

Section 3. Unanticipated Overtime: If unanticipated overtime is required, the management team will seek volunteers first. If the overtime is a 'same day' need, then employees currently on shift or coming in on the next same day shift will be asked first. The unanticipated overtime will be filled on a first come-first served basis. If there are not enough volunteers, mandatory overtime will be assigned by inverse seniority starting with the last available employee hired.

Section 4. IRL On-call procedure: The parties agree to continue the practice of the "rotating wheel" with the employees for the on-call schedule. Employees who are called into work are expected to report to work on their next regularly scheduled shift in accordance with Article (9) section (3b) of the National Addendum.

Section 5. Manufacturing On-call: The parties agree that if on-call is implemented within the Manufacturing department, the Local Union will be notified, and the parties will negotiate the process of on-call procedures.

Section 6. Shift Trades: Employees are permitted to trade shifts so long as the trade is requested in writing and approved in advance by each employee's management team. The Red Cross retains the right to deny a requested trade for any reason, including if the trade will cause either employee to incur overtime or

other additional costs.

## **ARTICLE 10 - WARNINGS, SUSPENSION & DISCHARGE**

Section 1. Progressive Discipline: The Company will not discipline, suspend or discharge any employee without just cause and shall give at least three (3) warnings of the complaint against such employee in writing to the Union and the employee before they are suspended or discharged, unless the reason for the discipline falls under Section (4) of this Article. The Company shall follow progressive disciplinary procedures as follows:

- 1) The employee shall receive a verbal written warning.
- 2) The employee shall receive a 1<sup>st</sup> written warning notice, stating the nature and reason for discipline.
- 3) The employee shall receive a final written warning notice, stating the nature and reason for discipline.
- 4) Suspension or discharge.

Section 2. Rules: The reprimand, warning, suspension or discharge will be given to the employee in writing along with a copy emailed to the Local Union representative, within ten (10) business days of the date of the occurrence or knowledge of the occurrence in order to be valid. If the employee so desires, they shall have the right to Union representation during all interviews where the employee, in their opinion, believes the subject to be discussed could lead to disciplinary action.

A copy of all discipline letters for the attendance policy will be emailed to the B.A of the Local Union.

Section 3. Warning Notices: All warning notices (excluding serious acts of misconduct) shall be in effect for a period of nine (9) months. Warning letters shall be specific, not general, in nature as to alleged violation (i.e. time, date, place and nature of violation). Any employee may request an investigation as to their written warning, suspension or discharge through the grievance procedure. Discipline that could have resulted in discharge will remain valid for one (1) year from the date of issuance.

Section 4. Serious Acts of Misconduct: No warning notice need be given to an employee before they are suspended or discharged, if the cause of such suspension or discharge is:

- a) Proven dishonesty or proven theft;
- b) Gross insubordination; i.e., continued refusal of a direct order from management, said order being given three times;
- c) Unprovoked physical assault on an employee or customer;
- d) Creditable threats of violence made to another person;
- e) Possession of drugs or alcohol or reporting to work under the influence;
- f) Employee refuses to be tested for alcohol and/or drugs;
- g) Intentional falsification of official operational records;
- h) Willful destruction or damage to Region property;
- i) Negligence resulting in serious equipment damage while on duty;
- j) Failure to timely report any accident which has resulted in personal injury or property damage while on duty.

## **ARTICLE 11 - GRIEVANCE & ARBITRATION**

Section 1: Any complaint or disputes involving terms and conditions covered by the National Addendum,

shall be governed by the national grievance and arbitration process in Article (22) of the National Addendum and not the local grievance procedure outlined below.

Section 2: A grievance is hereby defined as a claim against or dispute with the Employer by an employee, employees or the Union involving the interpretation or application of the terms of this Agreement. The Region shall also be permitted to file grievances against the Union.

Section 3: Grievances submitted in writing shall contain the following information: the nature of the grievance, the act or acts complained of and when they occurred, the identity of the grievant or grievants, the specific Article(s), section(s), or provision of this Agreement that the grievant or grievants claim the Employer has violated and the remedy sought.

Section 4: Such grievances shall be handled in the following manner:

**Step 1:** Grievances, other than written warnings, suspensions and discharges, shall be first presented orally by the employee to their direct supervisor within five (5) calendar days of event giving rise to the grievance, for discussion between the employee, with the steward and their direct supervisor. An answer will be given to the employee or steward no later than ten (10) calendar days from the date the discussion took place.

- a) Grievances related to written warning notices, suspensions or discharges must be filed under Step 2 in writing, via email or personal delivery, by the Business Agent of the Local Union directly with the Department Director or their designee within fifteen (15) calendar days of the discipline being issued.

**Step 2:** If the grievance has not been satisfactorily settled in Step 1, then within fifteen (15) calendar days of the outcome of the discussion with management, the grievance must be put in writing and filed by the Business Agent of the Local Union with the Department Director or designee via email or personal delivery.

**Step 3:** The Department Director or designee shall have a meeting with the Business Agent of the Local Union and the aggrieved party or parties and/or steward, if requested by the Local Union, at a time to be mutually agreed upon, A written response from the Department Director or designee will be given to the Union representative no later than ten (10) calendar days from the date the meeting took place.

**Step 4:** If no agreement is reached through consultation with the Department Director or designee within twenty (20) calendar days from the date of the outcome of the meeting between the Department Director and the Union representative, the Union, if it chooses to arbitrate the grievance, must notify the Region in writing, via email, of its intent to arbitrate the grievance. All grievances shall be confined to alleged breaches of an express provision or provisions of this Agreement. In the event that the Union does not request arbitration of the grievance within the referenced time limits, the grievance shall be waived and ineligible for submission to arbitration thereafter.

Section 5. Rules: Any grievance which is not presented to the Department Director or designee within the time periods specified within this Article shall be forfeited and waived by the aggrieved party and the Union. The employer's failure to respond within the prescribed time periods at any step of the grievance procedure shall be deemed to be a denial of the grievance, and the grievance may be taken to the next step after the expiration of those time periods.

The Joint Labor Management Meetings (JLM) along with the grievance and arbitration procedure of this Agreement shall be the sole and exclusive means available for resolving all claims of employees or the Union arising under this Agreement.

Section 6. Arbitration Procedure: The party wishing to pursue arbitration shall request a local panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Within the (10) calendar days after receipt of the arbitrations list, the parties shall select the arbitrator by alternately striking names from the list, with the party requesting arbitration striking first.

The jurisdiction and authority of the Arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the specific provisions of this Agreement.

The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement, or to establish or alter any wage rate or wage structure, or to interpret any Federal or State statute or local ordinance when the compliance or noncompliance therewith shall be involved in the consideration of the grievance. The Arbitrator shall have no authority to award punitive or exemplary damages.

Section 7. Monetary Awards: The Arbitrator shall have the authority to award back pay or monetary relief for any time period, with a maximum of thirty (30) calendar days before the presentation of the written grievance in Step Two, unless an applicable statute applies.

The Arbitrator shall have no authority to award back pay or monetary relief for any time period beyond thirty-one (31) calendar days or more, before the presentation of the written grievance in Step Two, unless an applicable statute applies.

The written award of the Arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and the Region. Monetary awards resulting from grievance adjudication shall be paid to the employee(s) affected within a reasonable period of time after the arbitrator's decision. In the event the parties cannot agree upon the back pay, the arbitrator shall retain jurisdiction and shall decide the issue.

Section 8: Expenses of arbitration shall be shared equally by the parties.

Section 9: The Arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Region and the Union.

Section 10. Time Limits:

- a) The time limits contained within may be extended for reasonable circumstances; investigations, interviews, etc. for specified periods of time, subject to the mutual consent of the Employer and the Business Agent of the Local Union in writing or email. Such consent shall not be unreasonably withheld.
- b) For the purpose of this Agreement, the term "business days" shall be defined as any day of the week excluding; Saturdays, Sundays and any recognized holiday.
- c) For the purpose of this Agreement, when counting "calendar days" shall be defined as any day of the week included in the calendar year.

- d) For the purpose of this Agreement, when counting “days” the first day shall be defined as the first full day after the action occurred.

Section 11. Union Notification: Copies of all grievances and replies shall be provided by the Employer to the grievant and the Union representative. The Union representative shall also receive a copy of the reply to the Step 1 meeting in the event that the decision at Step 1 is reduced to writing. The steward and Union representative shall also be notified and present at any formal meeting called for the resolution of a grievance.

## **ARTICLE 12 - NO STRIKE / NO LOCKOUT**

Section 1: During the term of this Agreement or any period of extension, neither the Union its members or any employee covered by this Agreement will call, sanction or participate in any strike, stoppage of work, picketing or slowdowns. An employee engaging in such action will not be entitled to any benefit that occurs or accrues during that time and may be subject to discharge or other discipline at the Employer’s sole discretion. In the event that any employee or group of employees covered by this Agreement shall, during its term, participate or engage in any of the activities herein prohibited, the Union agrees, immediately upon being notified by the Employer, to direct such employee or group of employees, in writing, to cease such activity and resume work at once.

Section 2: During the term of this Agreement or any period of extension, the Employer will not commence nor continue a lockout of its employees.

Section 3: It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property of any Company involved in a lawful primary labor dispute or refuses to go through or work behind any lawful primary picket line. Including the lawful primary picket line of the Unions party to this Agreement and lawful primary picket lines at the Employer’s place of business, providing the primary dispute or primary picket line involved has been reviewed and approved by Joint Council No. 3.

Section 4: The Employer and the Union shall have the right to full judicial relief, including injunctive relief, for the violation of this Article.

Section 5: The parties agree that Section 8(g) of the National Labor Relations Act applies and that the Union will comply with the notice provisions contained therein before engaging in strike, picketing, or other concerted refusal to work and agree that this survives the expiration of this Agreement.

## **ARTICLE 13 - STEWARDS / UNION REPRESENTATIVES**

Section 1. Recognition: American Red Cross recognizes the right of the Local Union to designate stewards from the Company’s seniority list. The Union will provide the Company with the names of the stewards.

Section 2. Stewards: Stewards shall be permitted to investigate and address grievances on working time. The steward shall be required to notify and obtain the approval of management before leaving their work assignment in order to investigate or adjust grievances, which approval shall not be unreasonably withheld. Only that amount of time necessary for the investigation and adjustment of a particular grievance shall be utilized and the steward shall whenever possible not unreasonably interfere with the work of others.

Section 3. Business Agent: Recognized representatives of the Local Union, upon making their presence known to management, shall have access during the business hours to the premises of the Company where members of the bargaining unit work, providing that no conferences and meetings between employees and Union representatives shall in any way hamper or obstruct the normal flow of work.

Section 4. Employee Access: Employee's access to any Region facility or when donors or patients are present may be restricted for a valid reason, included but not limited to, security, individual privacy or safety.

#### **ARTICLE 14 - JOINT LABOR MANAGEMENT MEETINGS**

The Local Union and Employer share a belief that many concerns between the parties can be resolved through a mutually constructive and cooperative, problem-solving approach. Therefore, the parties agree to establish a Joint Labor Management Committee which will meet quarterly to maintain open and ongoing communications. The primary purpose of the meetings will be to share information and discuss and resolve issues of mutual concern. No decision or action of the committee shall contradict or otherwise change the terms or provisions of the Agreement.

#### **ARTICLE 15 - NEGOTIATING COMMITTEE**

The Business Agent of the Local Union will make a written request to have no more than one (1) employee off per department for contract negotiations. The employees' lost wages will be paid by the Local Union. Employees will not be required to use vacation pay or other paid time off.

#### **ARTICLE 16 - SAFETY / INCLEMENT WEATHER**

Section 1: Safety and health shall be administered in Accordance with Article (17) of the National Addendum. The Employer and the employee will cooperate in the continuing efforts to maintain a safe working environment and safe working conditions. The Employer reserves the right to establish safety rules, procedures and regulations over and above the minimum standards prescribed by federal and state laws and regulations.

Section 2: The Region will continue the Safety Committee formed by both parties

Section 3. Inclement Weather Policy: In general, the Company's operations are not usually affected by environmental factors such as inclement or severe weather. Consequently, the offices normally remain fully open and operational on all scheduled workdays, so that the employees can be offered the opportunity to work a full schedule on a regular basis.

However, at times, emergencies such as inclement or severe weather can disrupt Company operations. In such instances, the Company at its sole discretion will determine whether to close or cancel the operations and will endeavor to notify all schedule employees either by text or telephone at least two (2) hours before the scheduled start time for the employees.

When the Red Cross is officially open, each employee is expected to make reasonable efforts to report to work in inclement weather situations. If weather or traveling conditions delay or prevent an employee from reporting to work, he or she must utilize the call-out process and notify his or her supervisor as soon as possible. The Red Cross Management team, after consulting supervisors, will make the final decision

as to whether it is safe for staff to travel. If the Red Cross Management team deems it unsafe to travel it will not count towards the attendance policy. Employees who do come in for a scheduled shift, when the office is open and are late due to severe weather conditions will be considered an “excused” late and not count as an occurrence under the ARC Attendance Policy.

If an early closing is declared during a workday all employees who arrive at work may be compensated for their normal workday, regardless of the number of hours actually worked. Employees who do not report to work will use a day of accumulated PTO, if he or she chooses the employee may take the day unpaid.

If an employee is taking paid time off or is out of the office on business during office closures, the employee will not be given credit for full or partial days of closures.

When the State DOT closes roads or there is a DOT ‘road impassable alert’ covering the employee’s residence, employee will not be required to work, they may be paid for their scheduled hours and will not receive an attendance policy occurrence.

## **ARTICLE 17 - HOLIDAYS**

Section 1: All holidays shall be designated and administered in accordance with Article (14) of the National Addendum. All floating holidays shall be scheduled in accordance with the National Addendum and local practices for the duration of the Agreement.

Section 2. Quality Control Holiday Staffing: The employer shall notify staff of all available holiday shifts, by classification, by creating a holiday shift bid. The holiday bids will be tied to the National Addendum Article (15) section (4H). Employees may bid by seniority for time off for holidays during the PTO bidding windows.

After the bidding window is closed, the employees scheduled to work on the day the holiday is observed will be required to work, unless they request and are granted PTO. (Based on Article 15, § 4H eligibility) Qualified employees can volunteer for the remaining classification shifts by seniority. If there are not enough volunteers, shifts will be assigned by inverse seniority and qualifications, starting with the last employee hired.

Section 3. Component Lab Holiday Staffing: The current practice of holiday bidding will continue. Employer will create a bid for all core holidays. The holiday bids will be given out during the week of Thanksgiving and turned back to management no later than the last day in November. Management has till December 10<sup>th</sup> to return the bids, or they will be granted. Department seniority will apply for the holiday bids. The holiday bids will be January 1<sup>st</sup> to December 31<sup>st</sup>. Employees will be required to work at least two (2) core holidays per calendar year. Employees may use their seniority to work more than the minimum requirement. If a core holiday becomes available or open during the calendar year, the management team will offer to employees by seniority to see if they would like to change or swap their minimum requirement.

Section 4. Immunohematology Reference Lab Holiday Staffing: The current practice as of the date of ratification on holiday coverage will continue unchanged. An on-call holiday rotation will be established by management. The employer shall post the holiday schedule in the lab at least one year out.

## ARTICLE 18 - (PTO)

Vacations will be covered by the “Paid Time Off” provisions outlined in Article (15) of the National Addendum. If more than one employee submits vacation requests on the same day for the time period, classification seniority will prevail.

Section 1. PTO Accrual: PTO accrual table below is from Article (15) of the Teamsters National Addendum and has been negotiated on the national level and is for all PTO eligible employees.

<b>Length of Service</b>	<b>Annual PTO Days</b>	<b>Accrual Limit (hr.)</b>	<b>Pay Period Accrual</b>
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

## ARTICLE 19 - MEALS & BREAKS

The Employer shall provide meal periods and rest breaks to employees in accordance with Article (8) of the National Addendum.

## ARTICLE 20 - MISCELLANEOUS PROVISIONS

Section 1. Personnel Files: The Union representative or the employees may, upon written notice to the Human Resources Manager or appropriate manager, receive a copy of the employee’s personnel folder or file. The employee’s online file is accessible to the employee at any time, the archived employee file will be requested and sent to the employee and Union electronically.

Section 2. Time off to Vote: Employees who cannot reach their polling place outside their scheduled working hours will be permitted time off to vote or caucus on Election Day, with pay. The time off to vote or caucus should not exceed four (4) hours and it is not charged to available paid time off benefits. Employees should arrange their specific time off to vote or caucus in advance with their supervisor no later than one day prior to the Election Day.

Section 3. Bulletin Boards: The Union will provide one (1) enclosed glass bulletin board. The bulletin board will have locks and keys, which shall be given to the authorized Union officer. These boards shall be used by the Union for posting all notices and literature approved by the Union and not derogatory or damaging in any way to the interests of the Employer. Union bulletin boards shall be confined to Union business.

Section 4. Other Leaves: Employees will be eligible for disaster assignment leave and leave after a disaster and public health leave. This shall be administered in accordance with Article (24) of the National Addendum.

Section 5. Monetary Rewards: The Employer may, at its sole discretion, periodically provide employees with monetary or other rewards for meeting a collection goal or objective.



Section 6. Fixed site standards: The Company will maintain, preserve and keep the fixed site facilities in good condition in accordance with the American Red Cross Facility Standards.

Section 7. Lab Coats and Freezer Jackets: The Employer shall furnish lab coats to Manufacturing, Manufacturing QC and IRL employees. The Employer shall also provide freezer jackets for use by employees. Employees shall not remove said lab coats from Red Cross property. The Employer agrees to furnish lab coats & freezer jackets in accordance with OSHA requirements.

Section 8. If one or more employee's volunteer for special projects that the Company offers at other ARC locations, with skills & qualifications being equal, the employee with the highest seniority shall be selected.

Section 9. Prior to bringing in other ARC employees from other locations to help with the job duties of the Equipment Technicians, the Company agrees to offer that work internally first to the current bargaining unit prior to seeking help from other locations.

Section 10. Tuition Reimbursement, Development and Education: Bargaining unit employees will be eligible to participate in any tuition reimbursement program, development program, education program or career path incentives that are offered to other Manufacturing, IRL and Equipment Technician American Red Cross employees.

## **ARTICLE 21 - DRIVERS LICENSES**

Each employee covered by this Agreement who is required to operate a Company owned motor vehicle as part of his or her employment duties shall at all times when operating such motor vehicle have a valid motor vehicle license issued by the employee's resident state and he/she shall authorize the motor vehicle administration to furnish to the Region, upon request, a copy of the employee's driving record as maintained by the State.

Employees are required to inform the Employer immediately when they have a suspended, revoked, or expired license, failure to do so may result in discipline, up to and including discharge.

## **ARTICLE 22 - LEAVE OF ABSENCE**

Employees will follow the Leave of Absence policy that is outlined in the American Red Cross Employee Handbook updated on 08/15/2022, unless specifically addressed in either the Local Agreement or the Teamster National Addendum. e.g. – Paid Family Leave.

## **ARTICLE 23 - DRUG AND ALCOHOL SCREENING**

Section 1: The parties recognize that employees must not report to work while impaired by the consumption of alcohol or illicit controlled substances. If a supervisor has probable cause to believe that an employee has reported to work while impaired by the consumption of alcohol or illicit controlled substance and this observation is confirmed by Management, the employee may be required to submit to a chemical test to determine the presence of alcohol or illicit drugs. In addition, all employees involved in a personal injury or vehicle accident while in the course of their employment may be required to submit to a chemical test as soon as practicable after the injury or vehicle accident.

Section 2. Drug Use: All employees are prohibited from the unlawful or unauthorized possession, use,

abuse, manufacture, distribution, theft, purchase, sale or dispensations of illicit drugs, drug paraphernalia, illegally controlled substances or alcohol while on ARC property, while in an ARC vehicle or while performing ARC business. This policy does not prohibit the possession and proper use of lawfully prescribed drugs or over-the-counter non-prescription drugs taken in accordance with the prescription. Employees using legally prescribed drugs during work who have any reason to expect that such use may affect their ability to perform that work or otherwise pose safety concerns must report this fact to management. This, however, does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana at the workplace. While the use of marijuana has been legalized in some states for medicinal and recreational uses, its use at the workplace is prohibited under this policy, subject to applicable law.

Section 3. Drug Testing: Employees subject to drug testing will be transported to a Company designated testing facility and directed to provide urine specimens. Collected specimens will be sent to a federally certified laboratory and tested.

The laboratory will transmit all positive drug test results to a medical review officer (MRO) retained by the ARC, who will offer individuals with positive results a reasonable opportunity to invalidate or explain the results. Individuals with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the employee's own expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the employee will be treated as passing the test. In no event should a positive test result be communicated to the ARC until such time that the MRO has confirmed the test to be positive.

Section 4. Alcohol Use: All employees are prohibited from distributing, dispensing, possessing or using alcohol while at work or on duty. Furthermore, all employees are prohibited from having alcohol in their system while at work or on duty.

Section 5. Alcohol Testing: Employees subject to alcohol testing will be transported to a Company designated facility and directed to provide breath specimens. Breath specimens will be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee.

Section 6. Treatment: No employee who has a drug or alcohol problem and who requests assistance from the Company shall be subject to discipline as a result of this disclosure. The Company will assist the employee in any way possible to obtain necessary help or treatment, including the granting of an appropriate leave of absence in order to allow the employee to be treated and rehabilitated. Nothing in this policy, however, is intended to make an employee immune for misconduct which is committed before an employee reports a drug or alcohol problem to the Company, but which is not discovered until after an personal injury or vehicle accident or reporting occurs.

If an employee has not come forward to voluntarily seek rehabilitation, but has tested positive for drugs or alcohol, the employee may be subject to discipline up to and including termination. At the Company's discretion, an employee may be allowed to enter an approved rehabilitation program; the time spent off duty, in rehabilitation shall be considered a disciplinary suspension. Upon successful completion of rehabilitation, the employee shall be returned to active duty with full seniority.

Failure to enter, remain or successfully complete a prescribed treatment program may result in termination of employment. Confidentiality of records and information will be maintained in accordance with all local, state, and federal laws.

All costs of a rehabilitation program shall be borne by the employee and/or his/her health insurance plan.

Section 7. Discipline: Violations of this policy or any of its provisions, including refusing to submit to screening, may result in discipline up to and including termination of employment.

## **ARTICLE 24 - BEREAVEMENT LEAVE**

Section 1: Regular full-time employees and regular part-time employees regularly scheduled to work twenty (20) hours or more per week, are eligible for paid bereavement leave. It is the policy of the Red Cross to provide paid bereavement leave based on an eligible employee's standard hours in the case of the death of a family member. Available time off for bereavement leave will be pro-rated for regular part-time staff regularly scheduled to work twenty (20) hours or more per week based on their standard hours. Employees who work less than twenty (20) hours per week, temporary employees, or part-time on-call employees, are not eligible for bereavement leave. An employee who wishes to take time off should notify management immediately.

Section 2: For purposes of this policy, the definition of a family member includes:

- Employee's spouse or domestic / civil-union partner
- Employee's child (including foster child, legal ward, child of the employee's spouse or domestic / civil-union partner)
- Employee's son-in-law or daughter-in-law (including the domestic partner of an employee's child)
- Employee's parent or person who has served as the employee's parent (including the parent of a domestic partner)
- Employee's grandparent
- Employee's sibling
- Employee's grandchild
- Parent, grandparent, sibling or grandchild of the employee's spouse or domestic/civil-union partner

Section 3: Management and Human Resources will consider the following guidelines when determining the number of days to be granted. Bereavement leave will be granted in consecutive days. With management's approval the employee may be allowed to split the allotted bereavement leave.

- Family member was local, or funeral is within 400 miles (one direction) from employee's home address ...up to three (3) days.
- If the deceased family member resided or the funeral is held more than 400 miles (one direction) from employee's home address; or the employee has primary responsibility for making arrangements, handling matters associated with the death or imminent death of the family member or other extenuating circumstances requiring immediate attention...up to five (5) days.

Section 4: An employee may, with management approval, use available paid time off benefits or apply for unpaid personal leave for any additional time as necessary. Employees may request to use available paid time off benefits for the death of anyone not currently covered in this policy.

Section 5: Compensation for bereavement leave will be made at the employee's regular rate of pay. It does not include overtime or any special forms of compensation such as incentives, commissions, shift

differentials or bonuses.

Section 6: If an employee receives notification during the working day of a death in his/her family as defined in this policy, any absence that day is excused and will not count towards bereavement days. In administering this policy, the Red Cross may require verification of death and relation to the deceased.

### **ARTICLE 25 - JURY DUTY**

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

An employee serving on jury duty will be paid his or her salary at the regular rate of pay (not including overtime or special forms of compensation such as incentives, commissions, shift differentials or bonuses) for up to ten (10) days will be reviewed on a case-by-case basis.

Time serving on a jury is not charged against accumulated paid time off benefits. Employees do not have to remit jury duty pay to the Red Cross.

An employee required to appear as a witness in court because the employee is suing, being sued or serving as a non-state witness in a non-Red Cross related case may have the absences counted against accumulated paid time off benefits or may request leave without pay, unless pay is otherwise required by law.

Employees must report to work on days when their services are not required by the court and are expected to return to work on any day or partial day or at least four (4) hours when services are not required by the court. Any request to deviate from this procedure requires management approval.

### **ARTICLE 26 - TEAMSTER NATIONAL ADDENDUM**

The parties acknowledge that if provisions of this Agreement conflict with or are inconsistent with specific provisions of the Teamster National Addendum, the specific provisions of the Teamster National Addendum shall supersede the provisions of this Agreement.

**ARTICLE 27 – WAGES**

Section 1. Minimum Starting Wages as Follows: Below are the minimum starting rates for the listed job classifications.

<b>Job Classification</b>	<b>Minimum Starting Pay</b>	<b>10/2024</b>	<b>10/2025</b>	<b>10/2026</b>	<b>10/2027</b>	<b>10/2028</b>
Equipment Tech I	\$19.64	\$20.03	\$20.43	\$20.84	\$21.26	\$21.69
Equipment Tech II	\$24.64	\$25.13	\$25.63	\$26.14	\$26.66	\$27.19
Technician Mfg. Component	\$18.18	\$18.54	\$18.91	\$19.29	\$19.68	\$20.07
Technologist I Mfg. Quality Control	\$24.50	\$24.99	\$25.49	\$26.00	\$26.52	\$27.05
IRL Technologist I	\$24.90	\$25.40	\$25.91	\$26.42	\$26.95	\$27.49
IRL Technologist II	\$27.84	\$28.40	\$28.96	\$29.54	\$30.13	\$30.74
IRL Technologist III	\$31.20	\$31.82	\$32.46	\$33.11	\$33.77	\$34.45

No employee shall at any time be paid less than the applicable minimum rate set forth above. All eligible employees will receive any negotiated future Across the Board increases from the Teamsters National Addendum.

All employees below the minimum starting wage would be raised to the new minimum starting wage referenced above (10/14/2024) before the National Annual percentage increase is implemented.

Section 2. Evening, Night and Weekend Premiums: These premiums shall be administrated in accordance with Appendix (B) of the National Addendum.

Lead Premium: Employees who are promoted to a lead position will receive three dollars and fifty cents (\$3.50) increase to their then current hourly wage for all hours worked.

If the contract is ratified by **February 15, 2025**, all employees with five (5) years or less will receive a one-time ratification bonus of two hundred & fifty (\$250.00) dollars. Employees with six years or more will receive a one-time bonus of three hundred and fifty (\$350.00) dollars. Employees will be eligible for retro-pay back to October 14, 2024.

**ARTICLE 28 - OTHER AGREEMENTS**

The Employer agrees not to enter into any agreement or contract with its employees individually or collectively which in any way conflicts with the terms and provisions of this Agreement, any such agreement shall be null and void.

The Employer agrees not to enter into any agreement with another labor organization during the life of the Agreement with respect to the employees covered by this Agreement.

**ARTICLE 29 - SEPARABILITY AND SAVINGS**

If this Agreement or any provision thereof, should be held invalid by any tribunal of competent jurisdiction or if any compliance with or enforcement thereof should be restrained by such tribunal pending a final determination of its validity, the remainder of the Agreement or the application thereof to persons or

circumstances other than those so affected shall remain effective.

In the event any provision of the Agreement is held invalid or its enforcement or compliance therewith restrained, as above set forth, the parties shall enter into immediate collective bargaining negotiations upon request of either party for the purpose of reaching agreement upon a satisfactory replacement of such provision during the period of inactivity or restraint.

**ARTICLE 30 - SCOPE OF AGREEMENT**

This Agreement (and the National Addendum) concludes all collective bargaining between the parties hereto during the term hereto and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements, oral or written, express or implied, between the Employer, the Union and the Employer’s employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, including the National Addendum, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each voluntarily and unqualifiedly waives the right, and each agrees with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, including the National Addendum, including any subject or matter which under this Agreement or the National Addendum, is with the right of management to decide even though such subjects or matters may not have been within the knowledge or contemplation of either or all of the parties at the time they negotiated or signed this Agreement and the National Addendum.

**ARTICLE 31 - TERM OF AGREEMENT**

This agreement shall be in full force and effect from **(enter month, day & year until September 30, 2028)** and shall continue in full force and effect from year to year thereafter unless written notice of the desire to change, amend or terminate the Agreement is served by either party upon the other at least sixty (60) calendar days prior to the date of expiration.

AMERICAN RED CROSS

TEAMSTERS LOCAL 222

TEAMSTERS LOCAL 222

\_\_\_\_\_  
Anthony (Tony) Holbrook  
Director, Labor Relations

\_\_\_\_\_  
Spencer Hogue  
President Joint Council #3  
Secretary Treasurer, Local 222

\_\_\_\_\_  
Alex Rojas  
Business Agent, Local 222

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_