

**Fixed Site Collections
Agreement**

Between

International Brotherhood of Teamsters,

Local No. 386

and

**American Red Cross
Blood Services of
Northern California
Modesto and Turlock Locations**

August 5, 2024-September 30, 2028

AGREEMENT

This Agreement entered into as of this 5th day of August, 2024, by and between AMERICAN RED CROSS BLOOD SERVICES NORTHERN CALIFORNIA REGION, hereinafter called the "Employer", "ARC", or "Region" and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS – LOCAL 386, called the "Union" or LOCAL 386.

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 to 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 to 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 1 – UNION SHOP

All present employees, as a condition of employment, within thirty-one (31) days of the execution of this Agreement, shall become and/or remain members of the Union and pay regular monthly dues to the Union.

All employees in classifications covered by this Agreement who are hired by the Employer subsequent to the execution date of this Agreement, as a condition of employment, on or before the thirty-first (31st) day following the beginning of their employment, shall become and/or remain members of the Union and pay regular monthly dues to the Union.

All present employees who are members of the Local Union on the effective date of this subsection, or on the date of execution of this Agreement, whichever is the latter, shall remain members of the Local Union in good standing as a condition of employment. All present employees who are hired hereafter shall become and remain members in good standing with the Local Union as a condition of employment on and after the thirty-first (31st) day following the beginning of employment or on and after the thirty-first (31st) day following the effective date of this subsection, or the date of this Agreement, whichever is later. The Union agrees that written notice, by certified mail, shall be given to the Employer and the affected employee before such employee is required to be removed from their employment by reason of their failure to become or remain a member of the Union as required by this section. The Region agrees to terminate the affected employee on the fifth (5th) working day after receipt of such notice from the Local Union. The Union agrees to hold the Employer harmless for terminations made pursuant to this Article.

The Employer agrees to notify the Union in writing within fifteen (15) days from the date of employment of any employee subject to this Agreement, of the name of such employee, the

position for which employed and the date of first employment. On a monthly basis, the Red Cross will provide the Local Union with a current list of all bargaining unit employees containing the information outlined in Article 6, Section 4(C) of the National Teamsters Addendum.

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 (15th) day of the following month.

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.

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.

ARTICLE 2 – NO STRIKE NO LOCKOUT

The Union agrees that during the term of this Agreement, there shall be no strikes, picketing, slowdowns, or work stoppages, except as otherwise provided herein or as permitted by law.

The Region agrees that during the term of this Agreement, there shall be no lockouts.

It is specifically understood and agreed between the parties to this Agreement that the union shall not be liable in any manner whatsoever for the conduct of its agents, members or bargaining unit employees unless said conduct is specifically authorized or subsequently ratified by official action of the governing body of the Union. However, any bargaining unit employee who participates in any unlawful strike, slowdown or other stoppage of work is subject to immediate discharge without recourse to the grievance procedure.

The Union agrees, however, that if any of its agents, members or bargaining unit employees shall cause a strike, slowdown or other interruption or stoppage of work, it will immediately, but no more than twenty-four (24) hours after written request of the Employer, cause to be posted on the bulletin board of the Employer's facility, a notice declaring that the strike, slowdown or stoppage or other interruption of work is not an authorized act of the Union, and shall call upon those persons participating therein to resume work as usual.

It shall not be a violation of this Agreement, nor shall it be cause for discharge or disciplinary action if an employee refuses to cross or work behind a lawful primary picket line at a customer's place of business or at the Company's place of business, approved by the Union, Joint Council #7 and the International Brotherhood of Teamsters. A seventy-two (72) hour written notice to the Company shall be required prior to employees observing a lawful primary picket line from the time actual

picketing commences. Further, it shall not be a violation of this Agreement or cause for discipline if an employee refuses to perform struck work.

ARTICLE 3 - 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 4 - 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.

The Teamster National Addendum covers, but it is not limited to: holidays, paid time off (PTO), healthcare, flexible spending accounts and the American Red Cross Savings Plan 401(k).

ARTICLE 5 - OTHER AGREEMENTS

The Employer shall not enter into any agreement or contract with his/her employees individually or collectively which in any way conflicts with the terms and provisions of this Agreement or the Teamsters National Agreement. Any such agreement shall be null and void. All employees shall work in accordance with this Agreement and the Teamsters National Agreement. The employer recognizes and acknowledges this Agreement and the Teamsters National Agreement.

ARTICLE 6 - UNION REPRESENTATIVE VISITS

Upon reasonable notice to the Department Manager or designee, the Region shall grant designated Union officers and/or business agents access to the Region's locations during working hours, within the limitations set out below, to discuss grievances or problems arising under this Agreement with bargaining unit employees. Such visits shall not interfere with such

employees' work or work assignments and may not occur in any area where blood donors or patients are present. Permission to meet with employees shall not be unreasonably withheld.

ARTICLE 7 - JOB STEWARDS

The Employer recognizes the right of the Union to designate job stewards and alternates. One (1) steward and one (1) alternate in each location.

The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities: the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement, the transmission of such messages and information which shall originate with, and are authorized by, the Union and its officers, provided such messages and information have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle good, or any other interference with the Employers business.

Stewards shall be permitted to investigate, present and process grievances on the property of the Employer, or on the jobsite without loss of time or pay if these activities are approved by management. Such time spent in handling grievances shall be considered working hours in computing weekly overtime. Stewards shall not engage in Union activities in areas committed to donor operations.

The Union reserves the right to remove the Steward at any time for the good of the Union.

ARTICLE 8 - MANAGEMENT RIGHTS

The Union agrees that except as these rights may be otherwise specifically limited in this agreement, the Employer has and retains the sole and exclusive right to take any and all action as it may deem proper with respect to the management of its business and the direction of its affairs and working forces, including, but not limited to, the following rights: the right to plan, direct, and control its operation, to hire, assign, recall, transfer and promote employees and to maintain the efficiency of employees; to reprimand, demote, suspend, discipline and discharge employees for just cause; to lay off employees for lack of work or for other legitimate reasons; to determine the hours and scheduling of work, and the work to be performed by employees; to maintain order and efficiency; the right to study and introduce new or improved work methods or facilities; to automate work and work methods as it deems best; to establish and maintain reasonable work rules and regulations and require employees to conform to such reasonable rules and regulations, a violation of which shall be among the causes for discipline up to and including discharge; and to determine the qualifications of its employees and the work standards; to determine and re-determine job content.

The right of the Employer to make reasonable rules and regulations within the framework of the rules and regulations established in conjunction with this Agreement is recognized by the Union provided the same are not inconsistent with the provisions of this Agreement. The Employer shall meet and discuss any proposed rules and regulations with a representative of

the Union at least two weeks in advance of implementation of the rule. The reasonableness of rules shall be subject to the grievance procedure.

ARTICLE 9 – CONDITIONS AND HOURS OF WORK

Definitions of hours of work are set forth in Article 6 of the Teamsters National Addendum.

Definitions of full-time and part-time employees are set forth in Article 4 of the Teamsters National Addendum.

All bargaining unit employees are covered by the non-discrimination clause in Article 3 of the Teamsters National Addendum.

The normal work week shall be forty (40) hours of work to be performed in four or five consecutive days Saturday through Friday.

A regularly scheduled week of work can be scheduled which includes not more than four working days of ten (10) hours.

Consistent with the National Addendum, nothing in this Agreement shall be construed as a guarantee of hours of work per day, per week, or per pay period.

Overtime. If an employee is required to work in excess of forty (40) hours in any one (1) workweek, or eight (8) hours in any workday, he or she shall be paid overtime at the rate of one and one-half (1-1/2) times the employee's regular rate of pay. For work in excess of twelve (12) hours in a workday, or for work performed on the seventh (7th) consecutive day, the employee will be paid at the rate of two (2) times the employee's regular rate of pay.

Employees regularly scheduled to work a four (4), ten (10) hour workday workweek will not receive overtime at the rate of time and one-half (1-1/2) times the employee's regular rate of pay until after ten (10) worked hours in any one workday and then will receive two (2) times their regular rate of pay after twelve (12) hours in any one workday.

Employer required meetings shall be considered as time worked and shall be used for the purpose of computing overtime.

ARTICLE 10-CHANGES TO EMPLOYMENT CATEGORIES

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

- a) Qualifications for the part-time position shall be determined by ARC.
- b) The part-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.

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

ARTICLE 11 – SENIORITY

Definitions and Seniority List

- a) **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.

- b) **Classification Seniority**

Classification seniority is defined as the length of an employee's unbroken service in the bargaining unit. Classification seniority shall apply for purposes of layoff and recall as provided for in this Agreement.

- c) **Seniority List**

The Region shall furnish the Union with a seniority list at the end of each calendar quarter.

Probationary Period - New employees shall be 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.

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

Layoff- If the Employer determines that it is otherwise appropriate, the Employer may

institute a layoff of the affected employees. The most junior employee in the applicable classification will be the first one laid off.

Recall- When the workforce is increased following a layoff, the most senior employees will be recalled to their classification in accordance with their classification seniority. Laid off employees shall be recalled to their former classification on the basis of their classification seniority before new employees are hired in that classification. 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.

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

- a) Resignation
- b) Discharge
- c) Layoff for a period equal to the employee's seniority or twelve (12) months, whichever is lesser. To retain seniority, however, an employee must maintain a current address with the Region.
- d) Failure to respond to a notice of recall for regular work seven (7) consecutive days after receiving notice, or by mutual agreement. Notice shall be deemed to have been given on the date of certified mailing (has been signed by the employee) to the employee's home address on the records of the Employer. It is the duty of the employee to notify the Employer of his or her current address and telephone number.
- e) 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. In instances where there are extraordinary circumstances this provision may be waved.
- f) The employee retires.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

The Employer will have the right to discipline, suspend or discharge for just cause.

The parties agree that in the following situations, just cause for termination exists:

- A. Release of confidential donor, patient, or sponsor information without authorization;
- B. Dishonesty;
- C. Fighting or threatening of violence while on duty;
- D. Possession of firearms or weapons while on duty;

- E. Being under the influence or possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty or while operating employer-owned vehicles or equipment;
- F. Gross insubordination; or
- G. Intentional damage or theft of property owned or in custody of the Company.

The Employer will normally use progressive discipline in considering whether an employee should be disciplined or terminated. This may include a verbal warning, written warning, final warning with or without suspension, or termination. The Employer retains the right to skip any step in the progressive disciplinary process.

No discipline shall remain in effect or be considered active for more than twelve (12) months, except that any discipline related to Donor concerns, compliance, harassment, or safety issues may be considered by the Company if the Company is considering discipline or termination for an employee and there has been a pattern or practice of these type of violations in the past twenty-four (24) months. Discipline will be issued within thirty (30) days of the Employer's knowledge of the incident.

Employees are expected to sign all necessary forms relating to their employment with the Employer.

ARTICLE 13 – GRIEVANCE AND ARBITRATION

Definition – For the purpose of this Agreement the term “grievance” is defined as a dispute between the Company and the Union or any employee covered by this Agreement with respect to an alleged violation of a specific provision of this Agreement. It is the intent of the parties that employees will bring to the attention of their supervisor any known potential contractual violation to enable the parties to correct the issue if warranted.

Procedure – The following procedure shall be followed for resolution of grievances:

Step 1: Initially, the employee shall discuss the grievance with his immediate supervisor at the time of the occurrence. The parties will attempt to resolve the grievance. (This discussion is not required for a grievance following termination of employment.)

If the matter is not resolved, a formal written grievance must be presented to the Collections Manager or his or her designee within ten (10) calendar days from the day of the alleged violation or it is deemed waived. The written grievance must state the date, time and place of the alleged violation, the section of the contract alleged to have been violated, a description of the violation, and a description of the relief sought. Grievances must be submitted on a form provided by the Union and signed by the grievant. The Company will notify the Union Business Agent if it receives a grievance that fails to conform to these requirements. The Union will have five (5) days to submit a revised grievance that conforms to these requirements; if it fails to do so, the grievance will be disregarded by the Company.

Step 2: Within ten (10) calendar days of being presented a grievance, the Collections Manager and/or his or her designee(s) will meet with the employee and Union representative(s) to discuss

the grievance. If the grievance is not resolved at this meeting, the Employer will provide a written response within ten (10) calendar days from the date of the meeting.

Step 3: If not satisfied with the answer, the grievance shall be referred to and jointly considered by the Union Business Agent and the Human Resources Advisor or his or her designee in an attempt to reach an agreement. The parties will meet, either in person or telephonically, within fourteen (14) calendar days from the date that the Employer's Step 2 written response is provided to the Union.

Arbitration – If the grievance is not resolved, the Union may proceed to arbitration. To proceed, the Union must notify the Federal Mediation and Conciliation Service to request a regional panel of Seven (7) arbitrators within ten (10) days of the Step 3 meeting. Within ten (10) days of receipt of the panel, arbitrator names shall be struck alternately by both parties until one name remains. Either party may reject one panel prior to striking, in which case the rejecting party will request a new panel. The Arbitrator will be notified of his selection and asked to submit with his acceptance the earliest available hearing date.

In rendering a decision, the Arbitrator will be governed and limited by this Agreement's provision, applicable law and the expressed intent of the parties as set forth in this Agreement. The Arbitrator will have no authority to add to, subtract from, or modify any of the terms and provisions of this Agreement and will confine his judgment strictly to the facts submitted in the hearing, the evidence before him, and the express terms and provisions of this Agreement. The Arbitrator's decision will be final and binding upon the parties.

The fee of the Arbitrator will be split equally between the Union and the Region.

Time Limits - Failure of the Union to pursue a grievance or arbitration within time limits set forth in this Article shall constitute a waiver of delinquent party's position and bar further processing thereof. Failure of the Employer to respond appropriately under this article shall automatically advance the grievance to the next step. Any of the time deadlines in this article may be extended with the mutual, written consent of the parties.

The provisions of this Article shall likewise be utilized in the event that the Company finds it necessary to file a grievance claiming violation of the terms or provisions of this Agreement.

An employee who believes he or she has been unlawfully discriminated on the basis of his or her membership in a protected classification, as defined in Article 3 of the National Addendum, may file a grievance as provided in this Agreement; however, such grievance shall not be subject to the arbitration provisions of this Agreement. Nothing in this Agreement shall be interpreted to deny any employee his/her ability to raise statutory discrimination claims through applicable court or administrative proceedings.

ARTICLE 14 - BULLETIN BOARDS

The Employer agrees to provide suitable space for one bulletin board in each location (Modesto/Turlock). Postings by the Union on the bulletin boards are to be confined to official business of the Union, and Union information for the members of the bargaining unit. It is also agreed there will be no personal information or information to defame American Red Cross

and/or any other person, company, or Union, including defacing or derogatory information.

ARTICLE 15 - SENIORITY LIST

The Company shall maintain a full-time Seniority list of all Employees at the site and such list shall be numbered commencing with the most senior Employee. A correct copy shall be posted at the facility and mailed to the Union at six (6) month intervals. The Company will add new hires to the posted list as they occur.

ARTICLE 16 - PERSONAL IDENTIFICATION

If the Employer requires employees to carry ARC branded personal identification, the cost of such personal identification will be borne by the employer.

ARTICLE 17 - EPATITIS VACCINATION

The Program will offer and provide for Hepatitis B vaccine immunization at no cost to the employee.

ARTICLE 18 - LOSS OR DAMAGE

Employees shall not be charged for loss or damage unless clear proof of negligence is shown.

ARTICLE 19 - STAFF MEETINGS

Employees are required to attend staff meetings unless illness, scheduled PTO or the need to cover donor procedures prevents the employee from attending.

ARTICLE 20 - DRUG AND ALCOHOL SCREENING

All employees covered by this Agreement shall be subject to the Region's drug and alcohol policy, which is attached hereto as Attachment 1. The Union agrees that the Region's Drug and Alcohol Screening Policy shall become part of this Agreement. It is understood that the Region shall retain the right to change, alter, or amend the policy at its discretion provided that reasonable notice is provided to the Union.

ARTICLE 21 - DRIVER'S LICENSE

Each employee covered by this Agreement who is required to operate a 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 will result in discipline, up to and including, discharge.

A violation of this requirement may result in suspension or discharge for a first offense.

ARTICLE 22 - MILEAGE ALLOWANCE

Mileage calculation for staff assigned to Fixed Sites. No mileage compensation shall be paid to and from the normally scheduled fixed site. When staff are scheduled to work at another location other than their normally scheduled fixed site, mileage will be compensated at the current IRS rate for all miles driven after the first ten (10) miles from the employee's residence going to and leaving the assigned work location (20 miles round trip).

ARTICLE 23 - PTO

PTO eligibility, accrual and usage are determined according to Article 15 of the National Teamsters Addendum.

ARTICLE 24 - HOLIDAYS

All holidays will be designated and administered pursuant to Article 14 of the Teamster National Addendum. All Floating holidays shall be scheduled in accordance with local agreements and practices for the duration of this agreement. Once a floating holiday is granted, the approval will not be withdrawn.

ARTICLE 25 - FAMILY AND MEDICAL LEAVE ACT

In order to ensure compliance with the FMLA as it may from time to time be amended, eligible employees will follow the American Red Cross Family and Medical Leave Act policy as amended from time to time at the Employer's discretion.

ARTICLE 26 - HEALTHCARE PLAN

Health insurance and related benefits shall be administered in accordance with Articles 18 and 19 of the Teamster National Addendum.

ARTICLE 27 - JURY DUTY

After one year of employment an employee called for jury duty shall be excused from work and will receive for days which otherwise would have been worked the difference between regular straight time pay and the amount of jury pay for a total of no more than ten (10) work days. When called for jury duty, the work week will be Monday through Friday. Those employees normally scheduled to work Saturday or Sunday may volunteer to work those days at regular straight time pay. An employee excused from jury duty prior to 10:00 a.m. shall contact the Employer for instructions. Jury duty vouchers shall be submitted to the Employer. Employees will be required to notify their immediate supervisor immediately upon receipt of their jury summons.

ARTICLE 28 - FUNERAL LEAVE

In the event of a death in the employee's immediate family the employee shall receive three (3) working days off with pay in order to attend the funeral; provided, however, if travel of 400 miles one way is required, at the discretion of the Employer, forty (40) hours may be authorized. For purposes of this Article, immediate family is defined as spouse or domestic/civil-union partner, mother, father or person who has served as the employee's parent, sibling, mother-in-law, father-in-law, child (including foster child, legal ward, child of the employee's spouse or domestic/civil-union partner, children for whom the employee is legal guardian), brother or sister, son-in-law or daughter-in-law, grandchild and grandparents and parent, grandparent, sibling or grandchild of the employee's spouse or domestic/civil-union partner. Proof of relationship to the deceased and attendance at the funeral satisfactory to the Employer may be required.

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.

ARTICLE 29 - ON CALL PAY

Employees shall be paid the premium rate outlined in Appendix B of the Teamster National Addendum.

ARTICLE 30 - TRANSLATING DIFFERENTIAL

Employees shall be paid the premium rate outlined in Appendix B of the Teamsters National Addendum.

ARTICLE 31 - RETIREMENT PLAN

Retirement benefits shall be administered in accordance with Article 20 of the Teamster National Addendum.

ARTICLE 32 - WAGES

- a. Collection Specialist I - \$24.50
- b. Specialist Collection RN - \$40.00

Compression adjustments:

- c. All employees who are below the new start rates move up to the new rates, effective the second pay period following execution of the below Memorandum of Understanding.
- d. Any employee hired on or before December 31st, 2022 will receive an additional fifty cents (\$.50) effective the second pay period following the execution of the below Memorandum of Understanding.
- e. All employees will also receive any across the board (ATB) increase negotiated as part of the Teamster National Addendum negotiations in addition to the increases provided herein. The ATB increase will be subject to any eligibility rules spelled out in the National Addendum.

The new hire wage rates set forth in this Section are considered "minimums." The Red Cross may increase these rates to address market conditions or acknowledgement of prior experience of a new hire; under such circumstances, the Red Cross will also be permitted to increase wage rates for current employees to address compression. The Red Cross may also, at its sole discretion, provide employees with monetary or other rewards in the form of hiring bonuses, referral bonuses, retention bonuses, or collection goal bonuses. The Company shall promptly notify the Union of any such wage rate increase or bonus.

ARTICLE 33 - SEPARABILITY AND SAVINGS CLAUSE

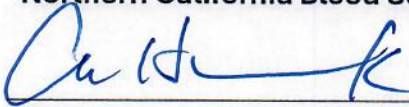
If any Article or section of this Agreement or of any Supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of an Article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those also which it has been held invalid, or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitation of time for such written notice.

ARTICLE 34 – TERMINATION OF AGREEMENT

This agreement shall be in full force and effect from (Date of Ratification), 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) days prior to the date of expiration.

**American Red Cross
Northern California Blood Services**

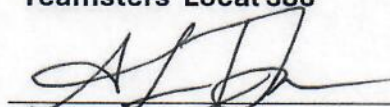


Name

8/19/24

Date

**International Brotherhood of
Teamsters Local 386**



Name

8/19/2024

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into by and between American Red Cross Northern California Region ("the Region") and the International Brotherhood of Teamsters Union Local 386 ("the Union").

The Red Cross agrees to implement the above starting hourly wage rates and wage increases for current employees effective with the start of the second full pay period following the signed tentative agreement of a local contract by the Union. If, subsequently, the Local Union fails to ratify the Local or National Contract, then the Red Cross reserves the right to re-negotiate any and all terms of the Local Tentative Agreement, including said wage increases.

A. H. K. 8/19/24
American Red Cross Date

A. P. D. 8/19/2024
Teamsters Local 386 Date