

AMERICAN RED CROSS - Greater and Eastern Carolinas Regions

And

**TEAMSTERS LOCAL UNION #71, #391 affiliated with International
Brotherhood of Teamsters**

COLLECTIVE BARGAINING AGREEMENT

Immunohematology Reference Lab (IRL), Manufacturing, Service Delivery
and Equipment Management

Effective

October 1, 2024 – September 30, 2028

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ARTICLE 1 - INTRODUCTION

1.1 THIS AGREEMENT, made and entered into this 1st day October 1, 2024, by and between the AMERICAN RED CROSS, Immunohematology Reference Lab (IRL), Manufacturing., Service Delivery and Equipment Contract, of the GREATER and EASTERN CAROLINAS REGIONS (hereinafter referred to as the “EMPLOYER”) and LOCAL NO. 71, and 391, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the “Union”).

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto agree as follows:

ARTICLE 2 - RECOGNITION

2.1 Pursuant to the Certification of Representative in Case 11-RC-6741, issued October 26, 2010, and in Case 11-RC-6732, issued February 25, 2011, by the National Labor Relations Board, the Employer recognizes the Union as the exclusive collective bargaining representative of the employees in the following unit:

All full time and regular part-time Immunohematology Reference Lab (IRL), Manufacturing, Service Delivery and Equipment Management, and, employed by the Employer at the blood collections operations department of the Greater and Eastern Carolinas Regions Service Delivery and Equipment Management, Durham Immunohematology Reference Lab (IRL), Manufacturing. Excluding all professional employees and supervisors as defined by the Act.

2.2 The Company shall notify the Union prior to any new hire orientations and allow it to make a thirty (30) minute presentation union represented employees only. The Company will provide a list of newly hired represented employees to the Union as needed based on when hired.

ARTICLE 3 - SOLE AND ENTIRE AGREEMENT

3.1 This Agreement concludes all collective bargaining between the parties hereto during the term hereof and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements and understandings, oral or written, express or implied, or practices 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. This Agreement revokes all and every previous agreement, practice, privilege, and benefit relating to the employees or anyone or more of them covered by this Agreement, which were in effect prior to the execution of this Agreement.

3.2 The parties acknowledge that during the negotiations which resulted in this Agreement, 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 that the others shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, including any subject or matter which under this Agreement is

within 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.

3.3 The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any further waiver of any such breach or condition.

ARTICLE 4 - **BARGAINING UNIT MEMBERS, CHECKOFF**

4.1 Each bargaining unit employee covered by the recognition clause of this Agreement has the right of free choice, without threats, intimidation, or harassment by any employee, the Union, or the Employer, whether he or she wishes to become a member of the Union or to maintain membership in the Union.

4.2 Printing of Agreement. The Union and the Employer shall share reasonable cost of the printing of the Agreement. The Union shall be responsible for the distribution of the agreement.

4.3 Union Communications. For the purpose of facilitating communications with bargaining unit members, annually the Employer will provide the Union with the names, mailing addresses, phone numbers, and personal (non-Red Cross) email addresses of bargaining unit employees on file with the Employer. On a monthly basis, the Employer will give the union this information for employees newly hired into the bargaining unit. It is the responsibility of employees to update this information with the Employer.

4.4 Upon the start of every contract year and then once a month the Employer will send to the Union a copy of the seniority list. Any objections to the seniority list must be filed in writing with the Employer and the Union within thirty (30) calendar days of the email. If the Employer and Union are unable to resolve the objection, then the matter shall be subject to arbitration. After thirty (30) calendar days of the email all objections not raised shall be waived and the list shall be considered correct and final.

4.5 Dues Deduction. For such employees of the Employer as individually and voluntarily certify in writing that they authorize such deductions, and for the term of this Agreement, the Employer shall deduct from the first pay of each month the Union dues in an amount not to exceed the monthly dues then in effect. Such amount shall be remitted promptly to the duly designated officer of the Union. For such employees of the Employer as individually and voluntarily certify in writing that they authorize such deductions, Union initiation fees shall be deducted from their wages by the Employer in such amount and on such terms as may be agreed upon by the parties and shall be remitted to the duly designated officer of the Union in the same manner as dues collections.

4.5a For the term of this agreement, in accordance with and upon written individual check off authorization, the employer shall deduct from the earnings of each employee such amounts authorized by the employee and remit the amount deducted to the union bi-weekly according to the employer's payroll schedule.

4.5b The union shall provide the employer in writing each month a list of bargaining unit employees who have furnished the required authorization along with an itemized statement of financial obligations to be deducted that month from the employees pay.

4.5c The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of action taken by the Employer for the purpose of complying with this provision.

4.6 No union representative or employee may engage in solicitation of any kind while either the employee who is soliciting is on working time or the employee(s) who is being solicited is on working time. No employee may distribute literature during working time. Working time does not include authorized periods of off-duty times such as mealtimes or breaks. Literature may not be left in or on the Employer's vehicles or in vehicles in the Employer's parking areas.

4.7 The authority of the steward shall include the following duties and activities: (a) the investigation and presentation of grievances in accordance with the provision of the Agreement. The steward or alternate may investigate, present and process grievances on the Employer's property, so long as the steward or alternate does not interfere with any employee's work or work assignments and may not occur in any area where donors or the public are present: (b) Stewards will be paid for all time that is made at the request of the company.

4.8-THE UNION COMMITTEE

Management representatives shall meet not less frequently than once every two (2) months with a committee of not more than two (2) members appointed by the Union plus the Local Union Business Agents to discuss all matters of mutual concern, including staffing and what security may be necessary at centers and subcenters where employees work after dark, but specifically excluding matters about which grievances have been filed. Such meetings will normally take place during the non-working time of the Union representatives. However, if scheduled by management during working time, the representatives appointed by the Union shall not lose any pay because of their attendance. Union representatives shall not receive overtime pay for attendance at such a meeting, unless otherwise agreed to by both parties. Since many matters not covered by this contract may be discussed, disagreements arising out of such meetings are not subject to arbitration unless otherwise provided in other provisions of this Agreement. If no such meeting is deemed necessary via mutual agreement between Management and the Union within the aforementioned two (2) month period, it may be skipped with no penalty to either party.

ARTICLE 5 - NO STRIKES-NO LOCKOUTS

5.1. In consideration of the Employer's commitment as set forth in Section 5 of this Article, the Union, its members, and all employees covered by this Agreement shall not lead, authorize, encourage,

participate in, ratify or condone any strike, sympathy strike, work stoppage, picketing, slowdown, or interruption of work or any other interference with operations, including sympathy strikes, whether or not the cause therefore was or was not subject to arbitration. The Union and its members further agree that during the term of this Agreement, or any period of extension, they will not Boycott or do Consumer Hand-billing at any Red Cross location; at any sponsor location; or to any donor group or sponsor who have scheduled blood drives with the Red Cross.

5.2. The failure or refusal on the part of any employee to comply with the provisions of this Agreement shall be cause for immediate discipline, including discharge.

In any Arbitration proceeding, contesting discipline imposed on an employee under this Article, the Arbitrator's jurisdiction shall be limited to determining whether any conduct prohibited in Section 5.1 occurred and whether the employee(s) whose discipline is the subject of arbitration in any manner engaged in conduct prohibited by Section 5.1. If the Arbitrator finds that the employee(s) in any manner engaged in conduct prohibited by Section 5.1, the Arbitrator shall deny the grievance(s) giving rise to the arbitration and shall have no authority to modify or alter the discipline imposed by the Employer.

5.3. Upon notice from the Employer, of employee's violation of Section 5.1, the Union shall, within one (1) hour or as soon as reasonably possible, but in no event, more than one (1) day shall: go to the site of the work stoppage or other action to advise participants that the work stoppage or other action is unauthorized, in violation of the current labor agreements and direct the participants to return to work.

5.4. In consideration of the union's commitment, as set forth in Section 5.1 of this Article, the Employer shall not lock out employees.

5.5. In the event of an alleged violation of Section 5.1 or Section 5.4 of this Article, the Employer or the Union, respectfully, may immediately apply to the United States District Court for the District of North Carolina or any other court of competent jurisdiction for injunctive relief, including a temporary restraining order, prohibiting the continuance of such alleged violation, pending submission of the matter to arbitration and the issuance and enforcement of the arbitrator's decision.

5.6. The Union agrees to provide the Employer with a ten (10) day notice of the time, date, and place of its intent to strike, picket, or engage in other concerted refusal to work. The parties agree that Section 5.6 will survive the expiration of this Agreement.

ARTICLE 6 - NON-DISCRIMINATION

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

ARTICLE 7 – DEFINITIONS

7.1. Full time employees are those employees classified as full time and who are regularly scheduled to work 35 hours or more per week. The definition of Employment Categories is set forth in Article 5 of the National Addendum; however, per the National Addendum, the definition of regular full-time employees under this Agreement shall continue to be those employees classified as full time and who are regularly scheduled to work 35 hours or more per week. Notwithstanding the above, an employee's eligibility for benefits is controlled by the relevant benefits provisions in the National Addendum.

7.2. Regular part time employees are those employees classified as regular part time and who are regularly scheduled to work less than 35 hours per week. The definition of Employment Categories is set forth in Article 5 of the National Addendum; however, per the National Addendum, the definition of regular part time employees under this Agreement shall continue to be those employees classified as part time and who are regularly scheduled to work less than 35 hours per week. Notwithstanding the above, an employee's eligibility for benefits is controlled by the relevant benefits provisions in the National Addendum.

7.3. Employees may be classified as temporary (full time or part time) if their employment is not expected or intended to remain indefinite or is expected or intended to last for a set duration.

7.4 NEW JOB CLASSIFICATION

Section 1. If the Employer establishes a new job classification within the bargaining unit during the term of this Agreement, the Employer shall notify the Union and meet to bargain the terms prior to the implementation.

Section 2. It is recognized that employees should be afforded job protection in the event of change due to automation or other technological improvements. The Employer and the Union, therefore, will review the status of employees who are affected by such changes in order to try to provide suitable retraining or to try to find those employees other jobs within either the bargaining unit or the Red Cross organization, whenever practicable.

ARTICLE 8 – SENIORITY

8.1. Bargaining unit seniority is defined as the length of unbroken service since the most recent date of hire at the Employer's locations within the Local 71 and 391 jurisdictions as defined in Article 2.

8.2. Seniority of an employee shall be broken or terminated when he:

- a. Quits.
- b. Retires or resigns
- c. Is discharged.
- d. Is absent from work for a period of three (3) consecutive working days without notifying the Employer.
- e. Fails, following layoff, to return to work within five (5) working days, following receipt of notice of recall from layoff by telephone or notice sent the employee's last known address.
- f. Has been on layoff for a period of more than six (6) months.
- g. Has performed no work for the Employer for a period of six (6) months.

8.3 Termination of seniority as used in this agreement shall mean termination of employment.

8.4. All new employees shall be probationary for 90 calendar days (probation period shall begin after the employee is signed off for their primary training) they may join the Union after 31 days and have coverage. However, during said probationary period they shall remain subject to disciplinary action and/or dismissal and shall not have recourse to the grievance procedure or arbitration. That probationary period may be extended by mutual agreement of the ARC and the Union, extensions will not be unreasonably denied. Upon satisfactory completion of the probationary period, seniority shall be credited from the date of hire.

8.5. All other provisions in this contract notwithstanding, any employee who is on layoff or leave of absence for any reason for a period in excess of thirty (30) calendar days, shall not be eligible for any economic benefits.

ARTICLE 9 - JOB POSTINGS AND BULLETIN BOARDS -?

9.1. When the Employer determines that an opening exists for a bargaining unit position, it will post the position in accordance with its policy.

9.2. The position will be awarded to the applicant the Employer determines, in its sole discretion, is the most qualified. If the Employer determines that two applicants are equally qualified, seniority will prevail.

9.3 Authorized job openings or vacancies within the bargaining unit will be posted in Work Day. An existing unit employee who wishes to fill that position may apply via the on-line job posting site. The position will remain posted before being filled for a minimum of seven (7) calendar days. The notice of vacancy will include the required qualifications and reporting location for the position. A current employee who is qualified for a posted position is encouraged to apply, provided he/she has completed at least six (6) months in his/her current position, and he/she has received no formal discipline in the previous six (6) months. In this case, formal discipline excludes verbal warnings. The six (6) month requirement may be extended for positions with lengthy orientation requirements. An employee is not required to notify his/her supervisor at the time of application for a posted position, but the employee must notify his/her supervisor upon acceptance of job.

9.4 The Employer will provide an enclosed and locking bulletin board at each worksite for posting of union announcements and official union information on approved union letterhead. The union will maintain sole possession of the key(s). The union agrees nothing derogatory will be posted.

ARTICLE 10 - LAYOFF AND RECALL

10.1. Layoff- When it becomes necessary to reduce the workforce, the least senior employee(s) in the classification(s) affected will be laid off.

10.2. 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.

10.3 In the event of a layoff, the union and the affected employee(s) will be provided thirty (30) calendar days' notice of the layoff.

ARTICLE 11 - DISCIPLINE AND DISCHARGE

11.1 The Company shall not discharge, suspend, or take any disciplinary action with respect to any employee without just cause. Violation of the work rules may result in discipline which may include termination of employment. Behaviors that constitute an infraction of the work rules (though not limited to this list) include the following:

- Release of confidential donor, patient, or client information without authorization.
- Falsification of American Red Cross records.
- Falsification of employment application or time records.
- Willfully allowing a "conflict of interest", such as financial, personal, or otherwise.
- Theft or inappropriate removal or possession of property.
- Misuse of the time tracking system.
- Violation of the drug and alcohol policy.
- 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.
- Fighting or threatening violence in the workplace.
- Gross Negligence or improper conduct leading to damage of employer owned or customer owned property.
- Gross Insubordination to a lawful management directive.
- Violation of safety or health rules.
- Smoking in prohibited areas.
- Sexual or other unlawful or unwelcome harassment.
- Possession of dangerous or unauthorized materials, such as explosives or firearms in the workplace.
- Refusal to do assigned work.
- Participating in a deliberate slowdown of work or in a strike or work stoppage that violates the no- strike clause of an applicable union contract.
- Malicious or Willful intent to defraud the Company.
- Conduct which interferes with business operations, discredits the organization, or is offensive to customers or coworkers.

11.2 The Employer will follow and apply the concept of progressive discipline for all non-attendance matters excluding any FDA regulation infraction. Such progressive discipline will normally include the following steps:

Step 1: Documented Verbal Warning

Step 2: Written Warning

Step 3: Final Warnings and suspension where applicable follow progressive discipline

Step 4: Subject to Termination

11.3 Copies of all disciplinary actions will be provided to the employee and the Local Union at the time discipline is issued. If the Employer believes an employee has committed a violation that could result in discipline and has commenced an investigation of that employee for that violation, the Employer will so notify the employee within ten (10) calendar days of commencing that investigation. A general investigation to determine process or operational problems will not trigger this requirement until the Employer has reason to believe a specific employee has committed the violation. Discipline will be issued within ten (10) calendar days of the Employer's completion of the investigation of the matter resulting in the discipline.

11.4 Discipline will progress to the next step, unless the employee has gone for a period of nine (9) months without discipline. Once an employee has gone nine (9) months without discipline, the next employee discipline will be at Documented Oral Warning Level

ARTICLE 12 - **GRIEVANCE AND ARBITRATION**

12.1. Definition. A grievance shall be an allegation by the employee or Union that the Employer has violated an express provision of this Agreement,

12.2. Procedure: Except as otherwise provided in this Agreement, should differences arise between the Union and the Region as to the meaning or application of any specific term or provision of this Agreement an earnest effort shall be made to settle such differences as promptly as possible by utilization of the grievance procedure. No grievance shall be considered unless it is processed in accordance with the procedures herein set forth.

Step 1. The aggrieved employee must present his grievance in writing to the steward within ten (10) business days after the occurrence which gave rise to the grievance, and the steward will present the grievance to the Director or designee within one (1) business day of receipt. If the grievance is not presented within these time limits, it shall be deemed to have been waived by the aggrieved employee and the Union.

The supervisor will present his reply to the steward and the grievant in writing within ten (10) business days from the day the written grievance is received. If no satisfactory settlement is reached, the grievance may be appealed by the Union providing written notice of its intent to appeal to the Region's head of Human Resources or his designee within five (5) business days from the day the reply is received.

Step 2. The appeal will be discussed at Step 2 at the next regularly scheduled Step 2 grievance meeting after receipt of the appeal by the head of Human Resources. The Step 2 hearing will be between the Union steward and/or the Union's business representative and the head of Human Resources and/or his representative and will be scheduled within ten (10) calendar days of receipt, unless extended by mutual agreement. The Region will render a decision within ten (10) business days from the date of the conclusion of the meeting.

In the event the dispute shall not have been satisfactorily settled, the matter may be submitted by the Union to the Impartial Arbitrator selected in accordance with the Arbitration Section hereof, provided the Union does so within thirty (30) calendar days after exhausting all previous steps of the grievance procedure or within ten (10) business days of the next scheduled Union Executive Committee meeting, whichever is later, but in no event later than sixty (60) calendar days after exhausting all previous steps of the grievance procedure and the Union shall so notify the Region in writing.

Upon the agreement of both parties within ten (10) business days after Step 2 of the grievance process has been completed, a grievance may be submitted to non-binding mediation before the Federal Mediation and Conciliation Service to attempt to resolve the grievance. If a grievance is so submitted to mediation, the time limits for submitting the grievance to arbitration shall be stayed pending the end of the mediation.

If the grievance is not resolved in Step 2 and is limited to the suspension and/or discharge of an employee, then by mutual agreement, the Union may refer the grievance within ten (10) working days to the Piedmont Grievance Committee. In the event that a grievance is deadlocked by the PGC or is not referred to the PGC, then the Union shall have ten (10) working days from the date of official notice from PGC to submit the grievance to arbitration.

Any grievances not appealed to the next higher step of the grievance procedure or to arbitration within the time limits specified shall be deemed to have been settled on the basis of the Region's last answer.

When a steward or an alternate is granted permission during normal working hours to attend a scheduled grievance meeting, the steward or alternate, as the case may be, will be paid for the time spent at the meeting at his regular straight time hourly rate.

5) Arbitration. The Union shall have the right to refer to the Impartial Arbitrator any difference which has not been satisfactorily adjusted by means of the steps established in the Grievance Procedure Section and within the time limits therein specified. No individual employee shall have the right to invoke arbitration. No grievance may be brought to arbitration unless it arises during the term of the Agreement.

12.3 When the services of an Impartial Arbitrator are required, the party, electing to take the grievance to arbitration shall notify the other party within ten (10) calendar days of the meeting with the Region in Step 2 and shall simultaneously submit a request to the Federal Mediation and Conciliation Services for a regional panel of seven (7) arbitrators. The fee for the panel will be paid by party requesting it. The parties shall select a single arbitrator by taking turns at striking names from the panel so provided. The party striking first will be determined by the flip of a coin or other agreed upon method of chance. The individual's name that is not stricken shall serve as arbitrator. If both parties agree the grievance may be submitted to grievance mediation through the FMCS. If that process does not produce a satisfactory adjustment, the parties may then pursue arbitration with the request being submitted within ten (10) calendar days of the completion of the grievance mediation session. The decision of the Arbitrator shall be final and binding on all parties. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms and conditions of this Agreement.

The compensation and proper expenses of the Impartial Arbitrator shall be agreed upon between the arbitrator and the parties hereto, and each of the parties hereto shall be responsible for, and pay to the arbitrator, one-half of the said compensation and expenses.

No more than one grievance may be submitted to an Arbitrator for determination at one time unless mutual written agreement of the parties is obtained for the submission of multiple grievances to the same arbitrator.

ARTICLE 13 - MANAGEMENT RIGHTS

13.1. Except as expressly modified or restricted by a specific provision of this Agreement, 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; to determine the number of employees to be employed; to utilize part-time, per

diem, and temporary employees and volunteers; to hire employees, determine their qualifications and assign and direct their work; to assign on a temporary basis bargaining unit employees to non-bargaining unit positions; to promote, demote, transfer and lay off 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 determine the form of compensation for 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 subcontract bargaining unit work (but not for the purpose of eliminating bargaining unit jobs); to require employees to submit to drug and/or alcohol tests and/or criminal background checks and/or driving record checks as requested by the Employer; 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, rules, regulations and practices; and to 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'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.

13.2. No rules, customs, past practices, or agreements, other than those expressly contained herein, shall limit, or restrict the Employer's right to determine the staffing requirements for work to be performed within the scope of this Agreement or the exercise of any other management right. No rules, customs or past practices which limit or restrict productivity, efficiency, the individual and/or joint working efforts of employees, the amount of work which an employee may perform or, in any other way, the Employer's right to manage its business shall be permitted.

13.3. In recognition of the Employer's need for operational flexibility, volunteers may be used to perform non-regulated tasks. Supervisors and other non-bargaining unit employees also may perform work normally performed by employees covered by this Agreement to maintain competency; when bargaining unit staff is not readily available; and to assist bargaining unit staff as workload demands.

ARTICLE 14 - DRUG AND ALCOHOL TESTING

14.1. The Red Cross strives to maintain a workplace that is free from the effects of drug and alcohol abuse and will not tolerate any abuse of drugs or alcohol that imperils the health or well-being of its employees, volunteers, or customers, threatens its operations, or compromises the safety of its products and services. In addition, as a federal contractor, we have a duty to safely and efficiently provide the public with quality services. The unlawful presence of controlled substances in the

workplace conflicts with these vital interests and constitutes a violation of the public trust. For these reasons, we have established, as a condition of employment and continued employment, the following drug-free workplace policy.

While on Red Cross property, while in a Red Cross vehicle, while performing Red Cross business (whether or not on Red Cross property) or while representing the Red Cross, employees are prohibited from the unlawful or unauthorized possession, use, abuse, manufacture, distribution, theft, purchase, sale or dispensation of illegal drugs, drug paraphernalia, controlled substances or alcohol. Such conduct is also prohibited during nonworking time to the extent it violates any laws, negatively affects Red Cross activities, or adversely affects the reputation of the Red Cross, to the extent permitted by applicable law.

Employees who are convicted of any drug- or alcohol-related offense for a violation occurring within the workplace, including pleas of no contest, are obligated to inform management within five (5) days of conviction or plea. Failure to comply with this requirement will result in disciplinary action, up to and including termination of employment. Within ten (10) days of such notification or other actual notice, the Red Cross will advise the contracting agency of such conviction. In addition, certain employees convicted of a drug- or alcohol-related offense, including pleas of no contest, regardless of where the offense occurred, are required to promptly inform management of the conviction where it is job-related.

Employees also are prohibited from reporting to work or working while they are using or under the influence of any drugs or controlled substances which may impact an employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent you are subject to any drug testing requirement, to the extent permitted by and in accordance with applicable law. 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 or Human Resources. All employees are hereby advised that full compliance with the foregoing policies shall be a condition of employment at the Red Cross. Violation of this policy will result in disciplinary action, up to and including termination of employment. In the discretion of the Red Cross, any employee who violates our drug-free workplace policy may be required, in connection with or in lieu of disciplinary sanctions, to participate to the Red Cross's satisfaction in an approved drug assistance or rehabilitation program.

The Red Cross maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation.

In order to maintain a drug-free workplace, the Red Cross has established a drug-free awareness program to educate employees on the dangers of drug abuse in the workplace, our drug-free workplace policy, the availability of any drug-free counseling, rehabilitation and employee assistance programs and the penalties that may be imposed for violations of our drug-free workplace policy. (Such education may include: (1) distribution of the drug-free workplace policy at the employment interview; (2) a discussion of the policy at the new employee orientation session; (3) distribution of a list of approved drug

assistance agencies, organizations and clinics; (4) distribution of published educational materials regarding the dangers of drug abuse; (5) reorientation of all involved employees in cases in which a drug-related accident or incident occurs; (6) inclusion of the policy in employee handbooks and any other personnel policy publications; (7) lectures or training by local drug abuse assistance experts; (8) discussion by the Red Cross's safety experts on the hazards associated with drug abuse; and (9) video tape presentations on the hazards of drug abuse.) The Red Cross reserves the right to establish drug and alcohol search and screening procedures consistent with applicable laws.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.1. 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 below are met.

15.2. The Employer shall have the right to maintain, institute, and change shifts, work week and pay periods, so as to obtain the production it desires. This includes the right to establish, maintain or discontinue shifts.

15.3. Saturday or Sunday work may be required of all employees.

15.4. Overtime at the rate of one and one-half (1 ½) times an employee's regular straight time hourly rate of pay shall be paid for all work over forty (40) hours in one (1) week.

15.5. The Employer shall have the right to determine when overtime shall be worked. The employee(s) must be available and qualified to do the job.

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

15.7. On Call Pay. Effective the start of the first full pay period following ratification, bargaining unit staff will be eligible to receive on-call pay on the same terms and conditions as other Blood Collections Operations staff of the Region. Consistent with the National Addendum, Appendix B. At that time, employees shall be paid the premium rate outlined in Appendix B of the National Addendum.

ARTICLE 16 – WAGES

16.1 Subject to the National Addendum

16.2 MISCELLANEOUS PROVISIONS

Section 1. Employees required by the Employer to use their personal automobile on official Red Cross business will be reimbursed at the current IRS rate. If an employee is assigned away from their primary work site for the day, they will receive the difference in mileage between their normal drive and the assigned work site at the current IRS rate.

ARTICLE 17 - TIME AWAY FROM WORK

17.1 (A) Employees hired after October 2, 2015, will be covered by the "Paid Time Off" provisions outlined in Article 6 of the National Addendum.

(B) Employees hired on or before October 2, 2015, will continue to be covered by the PTO provisions in the Local Agreement outlined below until January 1, 2016. On January 1, 2016, all employees will be covered by the PTO provisions outlined in Article 16 of the National Addendum.

17.2 Employees covered under this contract will be eligible for leaves on the same terms and conditions as applicable to non-bargaining unit blood collections employees of the Employer.

17.3 All holidays will be designated and administered pursuant to Article 15 of the National Addendum. All floating holidays shall be scheduled in accordance with local agreement(s) and practices for the duration of this Agreement.

17.4 An employee summoned to serve on a jury must notify his/her supervisor and provide copy of the court notification as soon as possible after receipt and keep the supervisor informed of any changes in dates and times of required service as soon as known. Upon conclusion of the service, the employee must provide the supervisor with the certificate of service provided by the court.

17.5 An employee who serves on jury duty will be paid his base, regular rate of pay for scheduled hours missed as a result of the jury service, up to the usual, daily hours the employee works, not including overtime. Hours paid for jury duty service are not considered time worked for purposes of overtime calculation. The employee is not required to give the employer jury duty pay received from the court. An absence for jury duty will not be charged against the employees accumulated leave.

17.6 The employee must report to work if not required to be present in court on a particular day. In addition, the employee is expected to report to work if released from jury duty if there are four (4) or more hours remaining in his/her scheduled shift, unless excused by the supervisor. The supervisor shall consider the amount of time the employee has served on the jury duty that day as well as operational/staffing needs in deciding whether to excuse the employee from returning to work.

ARTICLE 18 - APPLICATION OF EMPLOYER'S POLICIES TO BARGAINING UNIT

18.1 Except if the subject is covered under this Agreement, the employment policies and work rules of the Employer will apply to Employees covered under this contract in the same manner as they apply to non-bargaining unit blood collections employees of the Employer.

18.2 Before making changes to its employment policies and work rules, the Employer will provide notice of such changes to the Union.

18.3 Bargaining unit employees are subject to the same uniform policy and benefits as apply to the non-bargaining unit blood collection employees of the region. Before making changes to such policy or benefits, the employer will provide notice of such change to the union.

ARTICLE 19 – RETIREMENT

19.1 RETIREMENT BENEFITS SHALL BE ADMINISTERED IN ACCORDANCE WITH ARTICLES OF THE NATIONAL ADDENDUM. (Subject to National Addendum)

ARTICLE 20 - GROUP INSURANCE

20.1 Group Insurance coverage(s), rates, and eligibility shall be governed by Articles of the National Addendum.

ARTICLE 21 - SAVINGS CLAUSE

21.1 Savings clause will follow the National Addendum.

ADDENDUM A (see attached)

JOB CLASSIFICATIONS AND MINIMUM WAGES

ADDENDUM A – 1 (see Addendum A-1)

(IRL)

Lead Technologist _____

Technologist I _____

Technologist II _____ (see attached)

Technologist III _____

Medical Technician _____

ADDENDUM A – 2 (see Addendum A-2)

Manufacturing & Service Delivery

Manufacturing Technician II _____

Manufacturing Lead Technician _____

Manufacturing Component/
Quarantine and labeling Technician _____ (see attached)

Lead Manufacturing Component/
Quarantine and labeling Technician _____

ADDENDUM A – 3 (see Addendum A-3)

Equipment

Equipment System Specialist I _____

Equipment Systems Technician I _____ (see attached)

Equipment Systems Technician II _____

Biomedical Equipment Technician II _____

ARTICLE 22 - TERM OF AGREEMENT

The provisions of the October 1, 2024- September 30, 2028, Locals 71 & 391 Agreement has been reviewed in detail and adopted as the basis for all current negotiations by the Company and Union negotiators. Except for the modifications set forth on the MOA, all provisions of the 2021-2024 Agreement will remain unchanged in the 2024-2028 Agreement.

All modifications have been collectively bargained for and mutually agreed to and will be presented to the rank-and-file membership by the Union with a unanimous recommendation for ratification.

All components of this MOA are contingent upon acceptance of it in its entirety by the membership of the Locals involved on or before 12:01 AM on October 1, 2024 (unless extended by mutual agreement).

For the Company

Date

For the Union

Date

For the Union

Date

ADDENDUM A – 1 (see Addendum A-1)

AMERICAN RED CROSS -Greater and Eastern Carolinas Regions

And

**TEAMSTERS LOCAL UNION #71, #391 affiliated with International
Brotherhood of Teamsters**

COLLECTIVE BARGAINING AGREEMENT

Immunohematology Reference Lab (IRL), Manufacturing, Service Delivery
and Equipment Management

Effective

October 1, 2024 – September 30, 2028

ADDENDUM A – 1 (see Addendum A-1)

(IRL)

Technologist I _____	\$29.25
Technologist II _____	\$32.75
Technologist III _____	\$36.70
Lead Technologist _____	\$41.50
Medical Technician _____	\$41.50

ADDENDUM A – 2 (see Addendum A-2)

AMERICAN RED CROSS –Greater and Eastern Carolinas Regions

And

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COLLECTIVE BARGAINING AGREEMENT

Immunohematology Reference Lab (IRL), Manufacturing, Service Delivery
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October 1, 2024 – September 30, 2028

ADDENDUM A – 2 (see Addendum A-2)

Manufacturing & Service Delivery

Manufacturing Technician II _____ \$23.40

Manufacturing Lead Technician _____ \$26.10

Manufacturing Component/
Quarantine and labeling Technician _____\$23.40
Lead Manufacturing Component/
Quarantine and labeling Technician _____\$26.10

ADDENDUM A – 3 (see Addendum A-3)

AMERICAN RED CROSS –Greater and Eastern Carolinas Regions

And

**TEAMSTERS LOCAL UNION #71, #391 affiliated with International
Brotherhood of Teamsters**

COLLECTIVE BARGAINING AGREEMENT

Immunohematology Reference Lab (IRL), Manufacturing, Service Delivery
and Equipment Management

Effective

October 1, 2024 – September 30, 2028

ADDENDUM A – 3 (see Addendum A-3)

Equipment

Equipment System Specialist I _____\$17.00

Equipment Systems Technician I _____\$17.50

Equipment Systems Technician II _____\$18.00

Biomedical Equipment Technician II _____\$18.50