

COLLECTIVE BARGAINING AGREEMENT

AMERICAN RED CROSS, SOUTHWEST AND ROCKY
MOUNTAIN REGION

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 1000

MARCH 7, 2026

TO

DECEMBER 31, 2028

Contents

AGREEMENT	3
ARTICLE 1. INTENT AND PURPOSE	3
ARTICLE 2. COVERAGE, CHECK-OFF, AND UNION SECURITY	4
ARTICLE 3. MANAGEMENT RIGHTS	6
ARTICLE 4. COALITION OF RED CROSS UNIONS NATIONAL ADDENDUM (NATIONAL ADDENDUM)	7
ARTICLE 5. GRIEVANCE AND ARBITRATION	8
ARTICLE 6. NO STRIKE, NO LOCKOUT	10
ARTICLE 7. OTHER WORK	13
ARTICLE 8. WAGES	14
ARTICLE 9. WORKING CONDITIONS	15
ARTICLE 10. SAFETY AND HEALTH PROVISIONS	17
ARTICLE 11. JURY DUTY	19
ARTICLE 12. LEAVE OF ABSENCE	19
ARTICLE 13. DEATH IN FAMILY	27
ARTICLE 14. HOLIDAYS	29
ARTICLE 15. HEALTH AND WELFARE	29
ARTICLE 16. PAID TIME OFF	29
ARTICLE 17. SENIORITY	29
ARTICLE 18. SHOP STEWARDS	31
ARTICLE 19. EQUAL OPPORTUNITY EMPLOYER	32
ARTICLE 20. SCOPE OF AGREEMENT	32
ARTICLE 21. SEPARABILITY	33
ARTICLE 22. RETIREMENT	34
ARTICLE 23. SUCCESSORSHIP	34
ARTICLE 24. TERMINATION OF OPERATION	34
ARTICLE 25. DISCIPLINE AND DISCHARGE	34
ARTICLE 26. LAYOFF AND RECALL	35
ARTICLE 27. PHYSICAL EXAMINATIONS	36
ARTICLE 28. ACCIDENTS	36
ARTICLE 29. EQUIPMENT	36
ARTICLE 30. JOB POSTING	37

ARTICLE 31. PAY FOR TIME WORKED.....37
ARTICLE 32. MISCELLANEOUS PROVISIONS38

AGREEMENT

This agreement has been entered into between American Red Cross, Southwest and Rocky Mountain Region (“Red Cross”)(“Employer”) or (“Region”), and the United Food and Commercial Workers Local Union No. 1000 (“Union”) or (“Local 1000”) its successors or assigns, chartered by the United Food and Commercial Workers International Union.

ARTICLE 1. INTENT AND PURPOSE

Section 1.01

The Employer and the Union each represent that the purpose and intent of this Agreement is to set forth terms and conditions of employment, to prevent interruptions of work and interference with the efficient operation of the Region; promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer; to secure fair and prompt disposition of grievances, and generally to promote sound labor-management relations. Therefore, both parties intend to manifest good faith and credibility in carrying out this purpose.

Section 1.02

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.

Section 1.03

The Employer agrees not to enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and provisions of the Agreement, excluding the National Addendum.

ARTICLE 2. COVERAGE, CHECK-OFF, AND UNION SECURITY

Section 2.01

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 Manufacturing Component/Quarantine and Labeling Technicians and Lead Manufacturing Technicians employed by the Employer at 10151 E. 11th Street, Tulsa, OK, 74128 but EXCLUDING all other employees, including all confidential employees, office clerical employees, professional employees, managerial employees, guards, and supervisors as defined in the Act.

Section 2.02

If during the life of this agreement, the above listed job titles are standardized through an agreement by the National Addendum committee, the parties will meet and apply the necessary changes to the Local Supplement.

Section 2.03

The Employer shall deduct Union initiation fees, as authorized and shall deduct Union dues of employees who are members of the Union and who individually and voluntarily certify in writing authorization for such deductions. The Employer shall promptly remit all sums deducted in this manner to the Union. Dues and initiation fees will be deducted in an amount equivalent to dues and initiation fees and remitted to the Union on a monthly basis.

The Union will inform Employer what to deduct.

A.B.C. deductions and remittance will be handled on a monthly basis in the same manner as outlined above.

Section 2.03

If, during the life of this Agreement, or any renewal or extension thereof, the law is changed or amended to make Union Shop Agreements valid, paragraph 2.03a of Article 2 shall immediately become effective upon the earliest date permitted by such enabling legislation as a part of this Agreement or any renewal or extension thereof.

Section 2.03a

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement or on the day thereafter become and remain members in good standing in the Union. It shall also be a condition of employment that employees hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment or the day thereafter become and remain members in good standing in the Union.

Section 2.04

This paragraph will confirm our understanding that UFCW Local Union 1000:

1. Will obtain and retain a valid dues check-off authorization form for each individual for whom initiation and/or weekly dues are deducted.
2. Will be responsible for setting up and maintaining all information concerning initiation fees and /or weekly dues deductions.
3. Will be responsible for making any change in initiation fees and/or weekly dues deductions.
4. Will be responsible for discontinuing deductions if and when a deduction authorization is revoked and notifying the company.
5. Will refund any deductions improperly made.

UFCW Local Union 1000 understands and accepts the above and agrees to hold ARC harmless.

Section 2.05

Members of the Union will be allowed to wear their Union shirts and or Union buttons while on duty.

ARTICLE 3. MANAGEMENT RIGHTS

Section 3.01

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 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 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 require employees to submit to drug and/or alcohol tests and/or criminal background 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.

Section 3.02

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.

**ARTICLE 4. COALITION OF RED CROSS UNIONS NATIONAL ADDENDUM
(NATIONAL ADDENDUM)**

Section 4.01

The parties acknowledge that if provisions of this Agreement conflict with or are inconsistent with specific provisions of the National Addendum, the specific provisions of the National Addendum shall supersede the provisions of this Agreement, per Article 2 of the National Addendum.

Section 4.02

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

ARTICLE 5. GRIEVANCE AND ARBITRATION

Section 5.01

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.

Section 5.02

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

Step 1: Initially, the employee, shop steward and/or Union Business Agent shall discuss the grievance with his immediate supervisor at the time of the occurrence, or when the employee is made aware of such grievance. The parties will attempt to resolve the grievance. (This discussion is not required for a grievance following termination of employment for just cause.)

If the matter is not resolved, a formal written grievance must be presented to either the Supervisor or Manager within ten (10) calendar days from the day of the alleged violation, or when the employee is made aware of such grievance, or it is deemed waived. The written grievance must state the date, 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.

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

the grievance 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 an attempt to reach an agreement. The parties will meet, either in person or telephonically, within fifteen (15) calendar days from the date that the Employer's Step 2 written response is provided to the Union.

Section 5.03

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 thirty (30) days of the Step 3 meeting.

The fee for the panel will be paid split between the parties. by party requesting it. Within ten (10) calendar days of receipt of the panel, the parties shall strike the panel, by taking turns eliminating arbitrator names until one name remains. The Union shall be the first to strike. 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.

Section 5.04

Each party shall have a right to submit a post-hearing brief. 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, unless the arbitrator fails to comply with this Article.

The Arbitrator's fee and the cost of arbitration (i.e., hearing room, court reporter, etc...) shall be shared equally by the parties.

Section 5.05

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 and the Arbitrator cannot rule otherwise. 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.

Section 5.06

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.

Section 5.07

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 4 of the National Addendum, may file a grievance as provided in that Agreement.

ARTICLE 6. NO STRIKE, NO LOCKOUT

Section 6.01

In consideration of the Employer's commitment as set forth in Section 6.05 of this Article, the Union, its officers, agents, representatives, and the Employer's bargaining unit employees shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage, participate in, ratify or condone any strike, sympathy strike, slowdown, work stoppage, picketing, interruption of work or any other interference with operations. The Union, its officers, agents, representatives, and the Employer's bargaining unit employees further agree that during the term of this Agreement, or any period of extension, they will not boycott, or do Red Cross-related consumer hand-billing at any Red

Cross location; at any sponsor location; or to any donor group or sponsor who has scheduled a blood drive(s) with the Red Cross. Further, the Union, its officers, agents, representatives, and the Employer's bargaining unit employees shall not sponsor, run, pay for, support, encourage, or condone any media, whether print, broadcast, Internet, or social media calling for the boycott of the Red Cross or its products in any way. No employee shall be required to cross a legal picket line when their health or safety would be endangered

Section 6.02

The failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for immediate discipline, up to and including discharge. The failure or refusal by a Union officer, agent, representative, steward or committee member to comply with the provisions of Section 6.01 of this Article constitutes leading and instigating a violation of said Section 6.01, it being specifically agreed that the Union officers, agents, representatives, stewards and committee members, if employed by the Employer, by accepting such positions, have assumed the responsibility of affirmatively preventing violations of Section 6.01 of this Article by reporting to work and performing work as scheduled and/or required by the Employer.

Section 6.03

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 6.01 occurred and whether the employee(s) whose discipline is the subject of arbitration in any manner engaged in conduct prohibited by Section 6.01. If the arbitrator finds that the employee(s) in any manner engaged in conduct prohibited by Section 6.01, 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.

Section 6.04

Upon notice from the Employer of employee's violation of Section 6.01, the Union within one (1) hour or as soon as reasonably possible but in no event more than one (1) day shall

publicly disavow such action; and 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 that the participants return to work and discontinue the prohibited conduct. The Union's public disavowal, action, or advice taken under Section 6.04 does not mean the Union agrees there has been a violation of Section 6.01, and such attempt to comply with Section 6.04 shall not be used as evidence or proof in any proceeding of a violation of Section 6.01.

Section 6.05

In consideration of the Union's commitment as set forth in Section 6.01 of this Article, the Employer shall not lock out employees during the term of this Agreement.

Section 6.06

In the event of an alleged violation of Section 6.01 of this Article by the Union or violation of Section 6.05 of this Article by the Employer, the Employer or the Union, respectively, may institute expedited arbitration proceedings regarding such alleged violation of Section 6.01 or Section 6.05, respectively, by delivering notice thereof by hand delivery or email to the Union or to the Employer and to the Federal Mediation & Conciliation Service. Immediately upon receipt of such written or email notices, the Federal Mediation & Conciliation Service shall appoint an Arbitrator to hear the matter. The arbitrator shall determine the time and place of the hearing, give notice thereof by email and hold the hearing within twenty-four (24) hours after the appointment.

The fees and other expenses of the arbitrator in connection with this expedited arbitration proceeding shall be shared equally by the Employer and the Union. The failure of either party or any witnesses to attend the hearing as scheduled and noticed by the arbitrator shall not delay the hearing and the arbitrator shall proceed to take evidence and issue an award and order as though such party or witness were present. The sole issue at the hearing shall be whether a violation of Section 6.01 or Section 6.05 of this Article has occurred or is occurring and the arbitrator shall not consider any matter justifying, explaining or mitigating such violation.

If the arbitrator finds that a violation of Section 6.01 or Section 6.05 of this Article is occurring or has occurred, the arbitrator shall issue a cease and desist order with respect to such violation. The arbitrator's written opinion, award and order shall be issued within twenty-four (24) hours after the close of the hearing. Such award and order shall be final and binding on the Employer and the Union.

Section 6.07

In the event of an alleged violation of Section 6.01 or Section 6.05 of this Article to which Section 6.06 of this Article is applicable, the Employer or the Union, respectively, may immediately apply to the United States District Court for the District of Oklahoma or any other court of competent jurisdiction for injunctive relief, including a temporary restraining order, prohibiting the continuation of such an alleged violation pending submission of the matter to arbitration and the issuance and enforcement of the arbitrator's order.

Section 6.08

In addition to any other remedy set forth in this Article, the Employer, or Union, without submitting the issue of damages to arbitration, may institute, in any court of competent jurisdiction, an action against the other party for damages suffered as a result of conduct by the other party which constitutes a violation of this Article. The remedies set forth in this Article are not exclusive, and the Employer or Union may pursue whatever other remedies are available at law or equity.

Section 6.09

The parties agree that Section 8(g) of the National Labor Relations Act applies and that the union will comply with the 10-day 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 7. OTHER WORK

Section 7.01

Employees shall perform any work which the manager of the Tulsa, OK, Manufacturing Lab may direct with the understanding that when an employee is assigned to a job with a lesser rate, the employee will be entitled to their regular rate of pay, unless due to a decrease of work, the employee has regularly been assigned to a lower rated job and desires to retain such job rather than accept a layoff.

Section 7.02

Any employee assigned to relieve an employee in a higher pay classification shall receive the contract rate in effect in the Tulsa, OK, Manufacturing Lab involved, for such time spent on relief.

ARTICLE 8. WAGES

8.01

Start Rates

- a. Start rates increase by 2% each year of the Agreement per Art. 13 of the Coalition National Addendum.

Start Rates each Year of the Contract	
Jan-26	
Tech	\$ 18.50
Lead Tech	\$ 23.00
Jan-27	
Tech	\$ 18.87
Lead Tech	\$ 23.46
Jan-28	
Tech	\$ 19.25
Lead Tech	\$ 23.93

- b. The start rates will be effective the beginning of the first pay period following ratification of the Agreement.
- c. Any bargaining unit member that is currently below the new start rate will be moved up to the new start rate effective the beginning of the first pay period following ratification of the Agreement.

- d. Any Technician that is between one (1) penny below the start rate and twenty-five (25) cents above the new start rate will receive an additional twenty-five (25) cent increase to their hourly rate of pay, effective the beginning of the first pay period following ratification of the Agreement.
- e. All employees that do not receive a wage increase due to the increase in the start rate and/or the \$.25 compression adjustment will receive a \$.50 compression adjustment effective the beginning of the first pay period following ratification of the Agreement.
- f. All employees will receive a \$500.00 (five hundred dollars) lump sum ratification bonus minus standard payroll deductions. The lump sum will be paid out no later than the second pay date following the ratification of the Agreement.
- g. Employees must be active employees on the effective date of the pay increase and the payout date of the lump sum to be eligible for each economic entitlement.

8.02

Across the Board Annual Increases

- a. All eligible bargaining unit members will receive a three (3) percent wage increase effective the beginning of the first pay period following ratification of the Agreement. The three (3) percent wage increase will be added to the new local hourly rate identified in section 1.
- b. All eligible bargaining unit members will receive the future Across The Board annual increases (1/27 and 1/28) in accordance with Article 13, Section 4 of the Coalition National Addendum.
- c. Employees must be active employees on the effective date of the pay increase to be eligible for each economic entitlement.

ARTICLE 9. WORKING CONDITIONS

Section 9.01

Daily task assignments for each employee shall be scheduled by the Employer and posted, indicating last name and first name, by 1 pm Friday, of the current week being scheduled, hereinafter “Weekly” task assignment schedule. Employer’s work week is Saturday to Friday. The schedule is subject to change in the case of call outs or an emergency. Emergencies mean fire, flood, power outage, inclement weather, illness, leave of absence, facilities damage or destruction, pandemic, etc.

Section 9.02

If an employee is required to work outside of their regular schedule, the employee shall be offered the choice of taking time off from their schedule that work week.

Section 9.03

All work required outside of scheduled work will be offered on a volunteer bases first. If staffing needs are not met through volunteers, the remaining shifts will be assigned by reverse seniority within the affected department, classification, and location, starting with the least senior qualified employee and proceeding upward until staffing needs are met, consistent with the Agreement's seniority provisions.

Section 9.04

There will be no split shifts unless mutually agreed upon between the employee and Employer, split shifts caused by required attendance at a ARC meetings or call-in are not subject to this Article.

Section 9.05

The Employer shall supply a bulletin board of reasonable size in the lab area for the exclusive use of the Union. Posting is to be done only by authorized Union representatives. Use of the bulletin board shall be confined to such Union matters as notices of meetings, recreational activities, social affairs, nomination/election of Union Officials and stewards, and such other matters as may properly be considered as non-controversial and non-derogatory of the Employer and its personnel. Political, personal advertising and controversial material may not be posted. Material posted on the bulletin board will be dated and signed by an authorized Union Official. The Union will provide the Employer with a copy of notices at the time of posting. Employer may remove non-conforming materials and will notify the Union when taking such action.

Section 9.06

The Red Cross will comply with all local, state and federal voting laws.

Section 9.07

Hours spent in meetings called by the Employer at which employee attendance is required shall be considered hours worked and shall be paid accordingly.

Section 9.08

Meals and breaks will be administered in accordance with Article 8 of the Coalition National Addendum.

Section 9.10

Employees are expected at all times to present a professional, business-like image. Employees may not wear clothing that presents a safety hazard.

ARTICLE 10. SAFETY AND HEALTH PROVISIONS

1. Blood Contact Protocol

- In the event of employee contact with blood, employees shall not be required to remain in soiled or compromised clothing.
- Employees shall have the right to go home to change clothes, without being required to use Personal Time Off (PTO).

Section 10.01

The Employer, employees, and the Union shall collaborate to eliminate workplace accidents and health hazards. The Employer is responsible for adhering to safety and health measures implemented by the Red Cross Health and Safety department and the National Coalition of Union's Health and Safety Committee. Employees are required to adhere to current health and safety rules, including any future modifications.

Article 10.02

Personal protective clothing and equipment as defined by OSHA shall be furnished and maintained by the Employer in accordance with Article 18 Section 6 of the Coalition National Addendum.

In the event of employee contact with blood, employees shall not be required to remain in soiled or compromised clothing.

Employees shall have the right to go home to change clothes, without being required to use Personal Time Off (PTO).

Article 10.03: Health and Safety Committee

One employee of the bargaining unit, designated by the Local Union, shall participate on the Regional Health and Safety Committee. The Committee shall investigate, discuss, and submit safety recommendations to the Employer.

Article 10.04

Should an employee experience a blood exposure the employee must Immediately report the exposure to their supervisor. and Complete and submit an accident report detailing the exposure to their supervisor.

Article 10.05

The Employer shall Pay for physical examinations when required by the Employer or applicable health regulations. Offer hepatitis serial testing and HIV testing at no cost to employees contaminated by a needle stick or external body fluid exposure. Offer the hepatitis B vaccine at no cost to employees with potential occupational exposure to blood or other potentially infectious materials.

Article 10.06

In the event of local emergency conditions, such as bad weather, management will make appropriate decisions about office closure. Decisions may vary between the different parts of operations within a region, based on their function.

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 notify his or her supervisor as soon as possible. If an employee is unable to report for work due to weather or traveling conditions when the Red Cross is not officially closed, the employee will use a day of accumulated PTO or, if he or she has no such accumulated paid time off benefits, the employee will not be paid for the day unless otherwise required by applicable law.

If an early closing is declared for the entire region during a workday all employees who arrived 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 be expected to use a day of accumulated paid time off benefits, or, if they have no such accumulated paid time off benefits, they will not be paid for the day unless otherwise required by applicable law.

When management announces an office closure due to emergency conditions, non-essential personnel are not required to report to work. If the Red Cross is officially closed, non-essential employees will not be required to use accumulated paid time off benefits, but may receive their regular rate of pay for their standard work hours for that day. Certain designated essential personnel will be required to come to or remain at work regardless of conditions. Essential staff are defined as those who work in areas that are critical to ensuring that disaster relief efforts and blood distribution functions remain viable.

ARTICLE 11. 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 of jury duty unless otherwise required by applicable law. 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.

Any employee required to appear in legal proceeding on behalf of the Employer shall be paid for any time necessary for that purpose, including travel time to the proceeding and shall be reimbursed for parking fees resulting from parking for such proceeding. Parking receipt must be presented to receive reimbursement.

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 of at least four (4) hours when services are not required by the court. Any request to deviate from this procedure requires management approval.

ARTICLE 12. LEAVE OF ABSENCE

Section 12.01

Employees will follow the same Leave of Absence policy that is applied to all other employees in the Region as outlined in the most recent version of the American Red Cross Employee handbook. Any benefit improvements or reductions will be applied on the effective date of the change.

Family and Medical Leave (FMLA)

Eligibility Requirements. Employees are eligible for FMLA if:

- At least 50 or more employees are employed within a 75-mile radius of the employee's work site;
- The employee has been employed for at least one year; and
- The employee has worked at least 1250 hours within the previous 12 months.

Although Red Cross employees at locations with less than fifty (50) employees within a seventy-five (75)-mile radius of their work location are not covered by the FMLA, it is the policy of the Red Cross to allow such employees who meet the other eligibility requirements to take a leave of absence under the FMLA policy.

Basic Leave Entitlement

The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave in a 12-month period to eligible employees for certain family and medical reasons. The 12-month period is determined on a "rolling" 12-month period dating back from the time the employee requests leave.

Medical Leave and Family Leave

Leave may be taken for anyone, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse or civil union, son or daughter (including the child of the employee's spouse or civil union), or parent (but not in-law) who has a serious health condition; and/or
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job.

Military Family Leave

Eligible employees with a spouse, son, daughter, or parent on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign

country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement which permits eligible employees to take up to 26 weeks of leave to care for a covered service member with a serious injury or illness during a single 12-month period (one-time basis only). A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as “current members of the Armed Forces.” Covered service members also includes a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five-year period preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as “covered veterans.”

The FMLA definitions of a “serious injury or illness” for current Armed Forces members and covered veterans are distinct from the FMLA definition of “serious health condition” applicable to FMLA leave to care for a covered family member.

Job Benefits and Protection

If applicable, during FMLA leave, the Red Cross must maintain health coverage under any

“group health plan” on the same terms as if the employee had continued to work. If paid time off is substituted for unpaid leave, the Red Cross will deduct the employee’s portion of any applicable health plan premium as a regular payroll deduction. If the employee’s leave is unpaid, the employee will be billed by the Benefits Service Center to pay their portion of any applicable health insurance premiums each month.

The Red Cross’s obligation to maintain health care coverage ceases if an employee’s premium payment is more than 30 days late. If an employee’s payment is more than 15 days late, the Red Cross will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Red Cross for the cost of the premiums the Red Cross paid for maintaining coverage during their unpaid FMLA leave. For purposes of this paragraph, an employee will be considered to have returned to work if he or she returns to work for at least 30 calendar days, or if he or she retires at the end of the FMLA leave period or within 30 days thereafter. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

The use of FMLA leave cannot result in the loss of any employment benefits that accrued prior to the start of an employee’s leave.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

Except as noted below, an employee does not need to use this leave entitlement in one continuous block of time. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the Red Cross's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. FMLA leave taken to care for a child after birth, adoption, or placement for foster care must be taken within 12 months of the child's birth or placement in the home and in a continuous block of time as either a single block of all available time or on a reduced schedule basis for a single block of time. The total time taken to care for a child after birth, adoption or placement in the home cannot exceed the allowable amount under FMLA or state laws.

Substitution of Paid Leave for Unpaid Leave

Employees must use accrued paid time off while on unpaid FMLA leave, unless they are also on Paid Family Leave at the same time unless expressly prohibited by applicable law. Any available floating holidays must be used before PTO during an unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an employee's FMLA entitlement. Employees on specific continuous leave of absence types may be able to save one week of PTO to be available upon their return to work. This option is not available to employees on intermittent leave.

At their request, the Red Cross may allow employees on FMLA who are also receiving STD the option to supplement their disability with PTO benefits.

Receipt of disability benefits or Workers' Compensation benefits does not extend the maximum amount of leave time to which an employee is eligible under the FMLA.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable by notifying management and contacting the Benefits Service Center.

When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Red Cross's normal call-in procedures.

Employees must provide sufficient information for the Red Cross to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees may also be required to provide medical certification and periodic recertification supporting the need for leave.

Employer Responsibilities

The Red Cross will inform employees requesting leave whether they are eligible under the FMLA. If they are, this notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the Red Cross will provide the reason for ineligibility.

The Red Cross will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the Red Cross determines that the leave is not FMLA-protected, it will so notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for the Red Cross to:

- Interfere with, restrain, or deny the exercise of any right provided under the FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

If an employee believes that the Red Cross has violated either of these obligations, concerns should be reported to Human Resources.

Enforcement

Employees may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement, which provides greater family or medical leave rights.

Additional information about the requirements for leave under this policy can be obtained by contacting the Benefits Service Center.

Military Leave

The Red Cross grants military leaves of absence to employees who are scheduled to perform service in the uniformed services, including military training and service in the National Guard and reserve and active components of the Armed Forces in accordance with applicable federal and state law. Employees seeking military leave must (1) give advance notice (verbal or written) of the leave, unless giving notice is precluded by military necessity or otherwise not possible and (2) must contact the American Red Cross Absence Management Center (the “Leaves Administrator”) prior to the start of the leave. To maintain adequate staffing levels, employees are asked to give as much notice as possible, and to submit a copy of their military orders, if available, to their supervisor.

For absences lasting up to seventeen (17) days, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received on military duty, upon presentation of military pay verification. Absences beyond seventeen (17) days will be unpaid, although employees may use available paid time off. Some states may provide greater benefits and employees are directed to the HR Now Service Center for more information. During a military leave of absence, seniority and paid time off benefits continue to accrue. Employees will continue to receive credit for merit award increases per the established annual guidelines. Subject to their terms and conditions, existing health insurance benefits will be continued for the full term of the military leave of absence at no cost to the employee. Basic life insurance will be maintained for up to twelve (12) weeks of military leave. Supplemental, spouse and child life insurance will end the last day of the month in which the leave begins or coincident with the effective date of LOA, if it begins on the first of a month.

Subject to any applicable state laws, an employee who wishes to return to work at the end of military service lasting from one (1) to thirty (30) days should report to work at the beginning of the first full regularly scheduled work period that falls at least eight (8) hours after the end of military service (including allowance for return travel). For periods of military service from thirty one (31) to one hundred and eighty (180) days, employees who wish to return to work must apply for reemployment within fourteen (14) days after the end of service, and for employees whose service lasts one hundred and eighty one (181) days or more, application for reemployment must be made within ninety (90) days after completion. The deadlines for reapplication will be discussed with employees when they submit their request for leave. Note that reapplication deadlines may be more generous in certain states, and employees may contact the HR Now Service Center for more information.

For periods of service of ninety (90) days or less, the employee will be reemployed in the position that would have been attained if the employee had not been absent for military service, as long as the employee is qualified for the position. For longer periods of military

service, the employee will be reemployed in the position that would have been attained, or a position of like pay and seniority, the duties of which the employee is qualified to perform. Training or retraining will be available to enable returning service members to refresh or upgrade skills to help them qualify for reemployment. Employees will be reinstated with the status, pay and benefits they would have attained had they never been absent for military service. Upon reemployment, any benefits that were discontinued will be reinstated without any waiting period.

An employee may be disqualified from the benefits of this policy upon the occurrence of any of the following, subject to any limitations under applicable federal, state or local law: (1) separation from the uniformed services with a dishonorable or bad conduct discharge; (2) separation from the uniformed services under other than honorable conditions; and (3) a dismissal or dropping of the person pursuant to Title 10, Section 1161(a) & (b).

ARTICLE 13. DEATH IN FAMILY

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.

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

- The employee's spouse or domestic/civil-union partner
- Additional family members of the employee, spouse, and domestic/civil-union partner are covered as follows:

- o Parent (including person who has served as the parent)
- o Child (including foster child or legal ward)
- o Sibling
- o Grandparent
- o Grandchild
- o Child's spouse

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.

- Up to three (3 days) if the family member was local or funeral is within 400 miles (one direction) from employee's home address.
- Up to five (5 days) if:
 1. the deceased family member resided or the funeral is held more than 400 miles (one direction) from employee's home address.
 2. 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.

An employee may, with management approval, use available paid time off benefits or apply for unpaid personal leave for any additional time as necessary.

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.

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.

Employees may request to use available paid time off benefits for the death of anyone not currently covered in this policy.

In administering this policy, the Red Cross may require verification of death and relation to the deceased.

ARTICLE 14. HOLIDAYS

All holidays and floating holidays will be designated and administered pursuant to Article 15 of the National Addendum.

ARTICLE 15. HEALTH AND WELFARE

Health insurance and related benefits shall be administered in accordance with Articles 19 and 20 of the National Addendum.

All eligible employees will move to the Coalition Plan within the timeframe established by the United Steelworkers healthcare benefits program.

ARTICLE 16. PAID TIME OFF

All bargaining unit employees will be covered by the “paid time off” provisions outlined in article 16 of the National Addendum.

ARTICLE 17. SENIORITY

Section 17.01

Seniority is defined as the length of continuous service since the most recent date of hire in the bargaining unit. The Employer will maintain two seniority lists: one for the Manufacturing Lead Technicians and another for the Components/ Quarantine and Labeling Technicians.

Section 17.02

Seniority of an employee shall be broken or terminated when they:

- a) Quit or resign
- b) Retire
- c) Are discharged
- d) Are absent from work for a period of three (3) consecutive working days without notifying the Employer
- e) Failure to return to work on the first scheduled workday following the end of an approved leave of absence or disciplinary suspension provided they have been informed by certified mail to their last current address on file.
- f) Do not return in accordance with a notice of recall within seven (7) calendar days of receipt or delivery to the last known address of the employee with proof of delivery
- g) Have been on layoff for a period of more than twelve (12) months
- h) Have performed no work for the Employer for a period of twelve (12) months

Section 17.03

Termination of seniority as used in this Agreement shall mean termination of employment for purposes of this Agreement.

Section 17.04

Employees hired shall be on probation for ninety (90) calendar days from the date of hire. During this period, the probationary employee acquires no seniority status. Those who serve beyond the probationary period will have seniority from the last date of hire. During the probationary period, the Employer may discharge the employee for any reason without further recourse, provided, however, that the employer may not discharge or discipline for the purpose of evading this agreement or discriminating against union members. And the Union agrees that neither the Union nor the probationary employee has recourse to the grievance procedure as it relates to termination. If a temporary employee becomes a regular employee, the Employer may request that the employee's probationary period be reduced.

Section 17.05

When two or more employees have the same original date of hire into the bargaining unit and appear on the same seniority list seniority shall be determined as follows: seniority order for employees with the same date of hire into the bargaining unit shall be determined by the last four digits of the employees' Social Security numbers, with the employee having the highest number having the highest seniority.

Section 17.06

The Employer agrees to prepare departmental seniority lists quarterly and furnish an electronic copy to the Union.

Section 17.07

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

ARTICLE 18. SHOP STEWARDS

Section 18.01

The Employer acknowledges the Local Union's right to appoint up to two (2) shop stewards from the Employer's seniority list. The role of a shop steward is defined but not limited to the following duties:

1. Investigate and present grievances to the Employer through the designated representative as per the collective bargaining Agreement.
2. Conduct meetings with employees and the Employer to ensure effective administration of the Agreement.

Stewards should aim to perform their duties during non-work hours. However, if the duties necessitate action during work time, the following applies:

Stewards are permitted to leave their work area to investigate grievances or assist the union representative in union related issues. The shop steward shall inform the supervisor his/her

assistance is required, then the stewards must promptly return to work upon completion of their tasks.

If the steward is required to attend grievance conferences, arbitration hearings, or meetings with supervisory personnel during work time or on his day off such time spent shall be paid at his regular rate of pay.

Section 18.02

Shop Steward will be allowed 3 (three) unpaid days off per year to attend Union workshops. The Union will give the Employer a minimum of 2 (two) weeks' advance notice of workshops. Facility management will be notified who is appointed as a Union steward.

Section 18.03

The Employer will ensure that shop stewards will be scheduled off to attend the annual meeting with no loss of time from their regular weekly schedule.

ARTICLE 19. EQUAL OPPORTUNITY EMPLOYER

Section 19.01

The Employer and the Union agree that there shall be no discrimination against any employee on account of union activities or affiliation or because of race, religion, color, creed, national origin, sex, age, disability, or veteran's status in accordance with existing law. Where the word "he" appears in this agreement, the parties agree that it applies to both "male" and "female" employees.

ARTICLE 20. SCOPE OF AGREEMENT

Section 20.01

This Agreement (and the National Teamsters 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.

Section 20.02

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. Therefore, the Employer and the Union for the term of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement or the National Addendum, including fringe benefits, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement and the National Addendum.

ARTICLE 21. SEPARABILITY

Section 21.01

The provisions of this Agreement are deemed to be separable to the extent that if and when a court of last resort adjudges any provision of this Agreement to be in conflict with any law, rule, or regulation, such decision shall not affect the validity of the remaining provisions of this Agreement, but such remaining provisions shall continue in full force and effect.

Section 21.02

In the event any provision of this Agreement is found to be void for over breadth or to conflict with any law, rule, or regulation, the contract shall be reopened for negotiations limited to the subject of the provision declared to be invalid. Parties agree that they will, within thirty (30) calendar days, begin negotiations.

ARTICLE 22. RETIREMENT

All bargaining unit employees will be covered by the retirement provisions outlined in Article 21 of the National Addendum.

ARTICLE 23. SUCCESSORSHIP

Section 23.01

Before an Employer sells, leases, transfers, or assigns the business covered hereby or any part, portion, or classification thereof to any purchaser, transferee, assign, or successor, the Employer agrees that such a purchaser, transferor, assignee or successor shall be advised in writing of the existence of this collective Bargaining Agreement. The Employer further agrees that a copy of said notice shall be sent to all parties of this Agreement.

ARTICLE 24. TERMINATION OF OPERATION

Section 24.01

The Region, in accordance with the requirements of its business, expressly reserves the right to unilaterally discontinue all or any part of its collection, testing, or distribution operations without prior collective bargaining. If such discontinuance occurs, the Region will agree to give 60 days' written notice of discontinuance to the Union and promptly comply with any lawful obligations to bargain about the effects of the closing upon the employees affected by the discontinuance.

ARTICLE 25. DISCIPLINE AND DISCHARGE

Section 25.01

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

Section 25.02

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. Proven Dishonesty, including making or knowingly using a falsified document (e.g., time card, business record, employment application, etc .)

- C. Fighting or threatening of violence while on duty or on Employer property; unless in self-defense.
- D. Possession of firearms or weapons while on duty or on Employer property.
- E. Being under the proven influence or possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty.
- F. Insubordination; Insubordination shall be considered a deliberate and willful refusal to carry out a proper order. Foul or abusive language directed toward a supervisor is insubordination unless the supervisor uses foul or abusive language first.
- G. Intentional damage or theft of property owned or in custody of the Company.
- H. Violation of the Employer's Policies against discrimination, harassment, and retaliation.

This list represents an agreement between the parties that just cause for termination exists in the above situations.

Section 25.03

The Company shall not discharge, nor suspend, nor demote, nor take disciplinary action with respect to any seniority employee without just cause and progressive discipline. With respect to any discharge or suspension, the employee shall be given at least one (1) verbal and (1) written warning notice of the complaint (s) against such employee, with copies to the Union involved. Complaints based on performance or procedure issues need not be for the same disciplinary issue. Discipline for attendance issues will follow the progressive discipline process outlined in the Attendance Policy and will not be combined with any performance or procedure complaints. No discipline shall remain in effect or be considered active for more than nine(9) months.

ARTICLE 26. LAYOFF AND RECALL

Section 26.01

When scheduled layoffs become necessary in any classification, the employee in that classification with the least amount of seniority will be laid off first.

Section 26.02

In the event of a restoration of the workforce, employees will be recalled in the reverse order in which they were laid off, provided, however, that employees being recalled still have the skills, ability and qualifications to perform the work. Notice of recall from the Employer shall be by certified mail, return receipt requested, to the employee's last known address. It is the responsibility of employees on layoff to provide the Employer with a current address for the purpose of contact.

Section 26.03

Employees have seven (7) days after receipt or delivery to last known address of the employee to notify the Employer that they will return to work and to receive their work assignment. Employees refusing recall or failing to return on the designated date will be considered as having voluntarily resigned their employment.

ARTICLE 27. PHYSICAL EXAMINATIONS

Section 27.01

Physical and/or mental examinations required by a government agency or the Region shall be promptly complied with by all employees. All post-hire medical examinations required by either the Region or by a government agency shall be paid for by the Region.

ARTICLE 28. ACCIDENTS

Section 28.01

Any employee involved in any work-related accident or injury shall report the accident and any physical injury, according to ARC procedures, as soon as possible. Failure to report any accident according to ARC procedures may result in discipline up to and including discharge.

ARTICLE 29. EQUIPMENT

Section 29.01

The Employer shall supply all necessary equipment and supplies needed in the performance of work, as determined by the employer.

ARTICLE 30. JOB POSTING

Section 30.01

When the Employer determines that a permanent opening exists for a bargaining unit position, it will notify employees electronically about the opening. Permanent Openings will remain posted electronically for a period of seven (7) days. The Employer reserves the right to electronically post permanent openings for longer than seven days if it so desires. Employees desiring to bid on a vacancy must electronically apply for the opening within the allotted seven days (or however long the job remains open). The Employer has the right to temporarily fill vacancies until the job is awarded.

Section 30.02

The Employer may select the best qualified applicant based upon an impartial assessment of the relative ability, training, qualifications, experience and performance among the applicants. In the event the relative ability, training, qualification, experience and performance are equal, then seniority will prevail.

ARTICLE 31. PAY FOR TIME WORKED

Section 31.01

All employees covered by this Agreement shall be paid for all time worked in the service of the Employer. Time shall be computed from the time that the employee reports for work as scheduled until the time he/she is effectively released from duty (except for unpaid lunch breaks or other unpaid time provided for under this Agreement or by law). Upon discharge or quitting, the Employer shall pay all money due to the employee no later than the following payroll period.

Section 31.02

Employees working without management's approval may be disciplined up to and including termination.

Section 31.03

The Company may modify its pay practices in accordance with Article 7 of the National Addendum.

ARTICLE 32. MISCELLANEOUS PROVISIONS

Section 32.01

The Union recognizes the Employer’s obligation to make reasonable accommodations to the disabilities of applicants and/or employees in accordance with the Americans With Disabilities Act. If a proposed accommodation is necessary and in conflict with any provision of this Agreement, the Employer will notify the Union before the change is made.

Section 32.02

The term “employee(s)” shall refer to a bargaining unit employee(s), unless context dictates otherwise.

ARTICLE 33. EXPIRATION

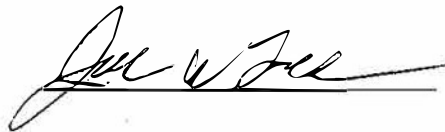
This Agreement shall continue in effect through December 31, 2028, and shall automatically be renewed from year to year thereafter unless either party serves notice in writing to the other party, sixty days prior to the expiration date, or prior to any anniversary date thereafter of a desire for termination of or for changes in this Agreement.

IN THE WITNESS WHERE OF, the said parties have caused duplicate copies to be executed by their duly authorized officers’ this 6th day of March, 2026.

For The Company

For The Union

Tony Holbrook
Tony Holbrook (Mar 16, 2026 16:04:51 PDT)



06/03/2026

03-06-2026

Date






ARC CBA Expiring 12.31.28

Final Audit Report

2026-03-16

Created:	2026-03-16
By:	Jennifer Foley (jenniferfoley@ufcw1000.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6fk8-KgEILYC0k1pH2--mO2bdMgoaczV

"ARC CBA Expiring 12.31.28" History

-  Document created by Jennifer Foley (jenniferfoley@ufcw1000.org)
2026-03-16 - 11:02:38 PM GMT
-  Document emailed to Tony Holbrook (tony.holbrook@redcross.org) for signature
2026-03-16 - 11:02:44 PM GMT
-  Email viewed by Tony Holbrook (tony.holbrook@redcross.org)
2026-03-16 - 11:04:13 PM GMT
-  Document e-signed by Tony Holbrook (tony.holbrook@redcross.org)
Signature Date: 2026-03-16 - 11:04:51 PM GMT - Time Source: server
-  Agreement completed.
2026-03-16 - 11:04:51 PM GMT