Final Tentative Agreement between American Red Cross and Teamsters Local Union No. 783, affiliated with the International Brotherhood of Teamsters

1.	Wage Increase already initiated. As agreed	d to on 6/26/2024
2.	Update Article 7 with attached language.	
AGREED TO:		
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AMER	CICAN RED CROSS	DATE
Jos	ton P. Schame	8/6/2024 @ 2:00pm
IBT LO	CAL 783	DATE

ARTICLE 7. HOURS OF WORK & OVERTIME

REPORTING WORK HOURS

All time worked shall be properly and accurately recorded in accordance with the law and Employer policy. Any employee found by the Employer to be violating this Article shall be subject to discipline. Supervisors may not instruct employees to work off the clock.

1. For the purpose of computing weekly overtime, the regular work week, as defined in the National Addendum, shall consist of thirty-seven and one-half (37½) hours. All time worked over forty (40) hours per week, as defined above, shall be paid for at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay.

2. Scheduling

- (a) The current A/B rotation shall remain in effect. If the A/B rotation is determined inoperable by either the Employer or the Union, both parties agree to meet and discuss options on a new schedule or rotation. Either party will give a minimum of ninety (90) days notification of any rotation or schedule change. The Employer shall provide notification to the employees in accordance to Article 7 of the National Addendum.
- (b) Employees may trade assignments with the approval of the Employer as long as the trade does not result in any additional expense to the Employer.
- (c) Each pay period the Employee will receive notice that reflects an itemized statement of earnings, deductions, and withholdings.
- 3. <u>Lunch Periods:</u> The Employer shall provide meal periods and rest breaks to employees in accordance with Article 8 of the National Addendum.
- 4. <u>Rest Periods:</u> The Employer shall provide meal periods and rest breaks to employees in accordance with Article 8 of the National Addendum.
- 5. <u>Mileage Reimbursement:</u> Eligible mileage will be reimbursed at the Region's established rate.

Fixed Site Staff will not receive mileage for driving to a fixed site. If a fixed site staff person has reported to a location as directed and then is asked to report to another location during the day using a personal vehicle, the person will be paid Standard Government mileage for that travel.

Employee expenses will be reimbursed using the Red Cross's expense reimbursement system – currently Concur.

Any out of pocket business expenses that an employee has incurred, must be submitted by 5:00 p.m. Wednesday to be included for payment in the following week. Employer will let employee know by Friday if there are any issues with submission.

Red Cross vehicles will be provided with a fleet card to pay for miscellaneous vehicle expenses (e.g. gasoline, windshield wiper fluid, oil).

- 6. <u>Assignment of Extra Work:</u> Unfilled extra work assignments created by goal increases, calloffs or other events will be filled from a list of volunteers, using job classification seniority on a rotating basis. An employee's refusal to accept an assignment constitutes a forfeiture of their turn at overtime.
- 7. In the event that overtime work is available, all overtime for both fixed site locations

(Louisville East and Louisville Downtown) shall be first offered to the Bargaining Unit Employees based on the provisions provided below, before offering the overtime to any other employees at any other locations.

8. Definitions.

Projected overtime is overtime known to the Employer at least three (3) weeks prior to the posting of the next work schedule.

Unscheduled overtime is overtime known to the Employer three (3) weeks or less prior to the posting of the next work schedule.

Forced Overtime is mandatory overtime at the end of a shift that is required to complete the daily operations following a loss of personnel, previously assigned to a given shift, due to sick leave, emergency vacation, injuries sustained in the line of duty, bereavement leave, unfilled voluntary overtime, or other unforeseen circumstances.

- 9. Other than on a scheduled off day, employees may be forced to work any unscheduled overtime and any unfilled projected overtime. Forced overtime shall be assigned by the Employer to the least senior employee in the unit. An employee, when assigned forced overtime, shall go on the payroll at the time the employee reports to their overtime assignment. An employee may give away a forced overtime to another employee without regard to seniority, but the employee must be of the same Job Classification. No employee who has clocked out and left the property, shall be available to be forced for overtime purposes.
- 10. Employees may volunteer for projected overtime by submitting an electronic overtime request, pursuant to the deadline. Projected overtime shall be awarded within a Job Classification based on the highest unit seniority, to the least unit seniority. No one will be allowed to "bump" another employee, regardless of seniority, unless the senior employee overtime request was submitted prior to the deadline. In the event the vacant position can be filled by an employee in another Job Classification and not compromise staffing, and the overtime request for the original Job Classification have been exhausted, the most senior employee in the alternate Job Classification shall be awarded the projected overtime based on unit seniority. An employee shall not be awarded projected overtime if it conflicts with the employee's regular work schedule.

The projected overtime will be emailed out to each employee; the posting will include start

and ending times and the Job Classification required.

11. The Employer may electronically post any unscheduled overtime at any time. Employees may volunteer for unscheduled overtime by submitting an electronic overtime request by the established deadline. Unscheduled overtime shall be awarded within Job Classification based on the highest unit seniority, to the least unit seniority. In the event the vacant position can be filled by an employee in another Job Classification and not compromise staffing, and the overtime request for the original Job Classification have been exhausted, the most senior employee in the alternate Job Classification shall be awarded the unscheduled overtime based on unit seniority. An employee shall not be awarded unscheduled overtime if it conflicts with the employee's regular work schedule.

12. Holiday Overtime

Employees may volunteer for projected overtime on a designated core Holiday submitting an electronic overtime request, pursuant to the deadline. Projected core Holiday overtime shall be awarded within a Job Classification based on the highest unit seniority, to the least unit seniority. No one will be allowed to "bump" another employee, regardless of seniority, unless the senior employee overtime request was submitted prior to the deadline. In the event the vacant position can be filled by an employee in another Job Classification and not compromise staffing, and the core Holiday overtime request for the original Job Classification have been exhausted, the most senior employee in the alternate Job Classification shall be awarded the projected overtime based on unit seniority. An employee shall not be awarded projected core Holiday overtime if it conflicts with the employee's regular work schedule.

The projected core Holiday overtime will be emailed out to each employee; the posting will include start and ending times and the Job Classification required. In the event no employees volunteer for the projected core Holiday overtime, employees may be forced by the Employer to fulfill the core Holiday overtime, by issuing a force to the least senior employee in the unit, in the appropriate classification required.

This Section does not pertain to any Floating Holiday overtime and is specific to overtime being offered on core Holiday's defined in the National Agreement, Article 14, Section 1 only.