

ARTICLE 9 - OVERTIME AND PREMIUM PAY

9.1 Overtime.

9.1.1 Definition of overtime. Overtime for employees working a standard 40-hour work period is time worked in excess of (1) the employee's regularly scheduled shift, provided the shift is not less than eight (8) hours, or (2) forty (40) hours per week. Overtime for employees working an alternative 80-hour work period is time worked in excess of eight (8) hours in a day or eighty (80) hours in an established time of fourteen (14) consecutive twenty-four (24) hour periods. For nurses who have a position defined to include a work schedule that has a mixture of shift lengths, overtime shall be defined as time worked in excess of the scheduled length of that particular shift. **The employer shall maintain a timekeeping system that has a proper process for this so that routine time corrections are not required when overtime is worked.** ~~Within one hundred and twenty (120) days from ratification of the 2023-2026 Agreement, Kronos (or the current timekeeping system) shall have a proper process for this so that it is not requiring routine time corrections when overtime is worked.~~

9.1.2 Overtime rate. All eligible employees shall be compensated for overtime at the rate of time and one-half (1 ½) their regular hourly rate of pay as defined under applicable wage and hour law. **No application of this article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1 ½), or to effect a "pyramiding" of overtime, i.e., time and one-half of time and one-half.**

9.1.3 Double time. Employees who work over sixteen (16) consecutive hours shall be paid double time for each consecutive hour or fraction of in excess of sixteen (16) hours. Double time shall be paid at the overtime rate of time and one-half (1-½) the regular rate of pay plus an additional one-half (½) the straight rate of pay.

9.1.4 Calculation of overtime. All time spent on-call but not called into work ~~and all overtime hours~~ will not be counted as time worked in the calculation of overtime. All other hours worked by an employee will be counted in the calculation of overtime.

9.1.5 Avoidance of overtime. The Employer has developed staffing procedures and guidelines which minimize the

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need for nursing personnel to work overtime shifts on a mandatory basis. Staffing procedures include the identification of staffing deficiencies as early as possible and the pursuit of non-overtime available resources. Local agencies that provide daily coverage will be contacted and **scheduled, following the order of scheduling,** utilized to prevent mandatory overtime. Management shall collaborate with UBNPCs to assess trends in data to make recommendations for changes to baseline staffing.

9.1.6 Mandatory overtime. The Employer will act in accordance with the Oregon Nurse Staffing Law and any subsequent law that limits and regulates circumstances under which hospital nurses may be required to work overtime. Should it ever become necessary for an employee to work a mandatory overtime shift, the Employer agrees to equitably distribute such work according to its procedures and to compensate the employee at two times (2x) the employee's regular hourly rate of pay for all such hours worked. Any other policy not included in this Agreement that the Employer has regarding overtime and/or additional incentive pay shall not apply to AURN nurses unless mutual agreement is reached with the Association. Individual bargaining for the purpose of securing additional payment for overtime is prohibited.

9.2 Double Back Pay. The Employer shall pay double back at time and one-half (1½) the employee's straight rate of pay when an employee, including a resource nurse, is requested by the Employer to return to work within **ten (10) eight (8) hours or less from the employee's previously scheduled shift. When an employee is already making time and one half for another reason (holiday pay, overtime, or on-call worked) double back pay will be an additional one-half (½) the straight rate of pay.**

9.2.1 On-call hours worked. For purposes of this article, on-call hours worked will constitute a shift and serve as the last hours worked in counting the **ten (10) eight (8) hours** between shifts.

9.2.2 Non-qualifying events. **Work performed at the request of a nurse or of other nurses or as a result of trades, or attendance at a voluntary meeting or educational event,** shall not be deemed an event that disrupts an otherwise unbroken **10 8-hour** rest period between shifts.

9.2.3 Work in advance of shift. Nothing in this article

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will obligate the Employer to pay double back to nurses not assigned call who, with a break of **ten (10) eight (8)** or more hours between regularly scheduled shifts, agree to report for work early, regardless of the number of hours worked preceding their shift.

9.2.4 Waiver. A nurse may choose to waive double back pay under this section if the nurse chooses (1) to schedule a four (4) hour call shift next to the nurse's scheduled shift, or (2) to attend a mandatory meeting or educational event adjacent to their regularly scheduled shift.

9.3 Other Forms of Premium Pay.

9.3.1 Payment for work while on-call. An employee who is required to report for work while on-call (whether the call is voluntary or mandatory and including when the employee's scheduled shift directly precedes their on-call shift and they are required to commence on-call work immediately) shall be paid a minimum of two (2) hours commencing when the employee actually begins work, and shall be paid at a rate of time and one-half (1½) the straight rate of pay for all hours worked, including the minimum two (2) hours. On-call hours worked on a holiday shall be paid at a rate of double-time (2x) the straight rate of pay. **If the nurse on-call is required to return to work with less than 10 hours from the commencement of their previous shift, on-call hours worked shall receive double the straight rate of pay.** Payment for time spent on-call is discussed in Article 10.3.

9.3.2 Telephone calls. Nurses assigned on-call and required to respond to clinically work-related telephone calls or texts as part of their responsibilities shall be compensated at one and one-half (1 ½) times their straight rate of pay. Time spent shall be compensated in fifteen (15) minute segments per response, except that an employee who receives multiple calls or texts within the same 15 minutes will not receive additional minimum guarantee(s). To receive such pay employees are responsible for ensuring that their time is properly recorded. These employees shall be eligible for doubleback under Section 9.2.

9.3.3 Hours worked on designated holidays. An employee who works on any of the holidays listed below will be compensated at the rate of **double time and one-half (1½)** their

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straight rate of pay for all hours worked on a holiday shift. On-call hours worked shall receive double the straight rate of pay for hours worked on a holiday. A holiday shift is defined as a shift on which at least one-half (½) of the hours worked are on the holiday. **When an employee is already making time-and-one-half for another reason (double back pay or overtime) holiday pay will be an additional one-half (½) the straight rate of pay.**

For salaried employees: If the holiday listed below falls on a Saturday, then the preceding Friday will be recognized as the holiday. If the holiday falls on a Sunday, then the following Monday will be recognized as the holiday.*

- a. New Year's Day on January 1.
- b. Martin Luther King, Jr.'s Birthday.
- c. President's Day on the third Monday in February.
- d. Memorial Day on the last Monday in May.
- e. Juneteenth on June 19.**
- f. Independence Day on July 4.
- g. Labor Day on the first Monday in September.
- h. Thanksgiving Day on the fourth Thursday in November.
- i. Christmas Day on December 25.

9.3.3.1 Culturally Significant Juneteenth floating Holiday. In order to recognize **additional holidays or culturally significant events Juneteenth**, all employees covered by this Agreement will be granted **a shift off eight (8) hours a year (pro-rated by FTE)** that can be requested following the normal vacation request process. These paid hours will be provided in addition to accrued vacation/holiday hours in Article 11.1.

9.4 Compensatory Time (Comp Bank). A **regular** employee may elect, in lieu of receiving payment for overtime hours, for hours worked beyond having completed the employee's FTE status (which includes use of paid accruals or other paid time) or for the premium portion (~~½ x~~) of holiday hours worked, ~~or~~ on-call hours worked, **or double-back worked**, to deposit in the employee's compensatory time bank the hours worked (including at the rate of time and one-half the actual overtime hours worked, and at the rate of one-half of the holiday or on-call hours worked), **up to a maximum of 56 ~~100 60~~ hours.** **Hours sought to be converted after the maximum has been reached will automatically be paid in cash.** Nurses may elect to use available hours from their compensatory time bank for any allowable use of paid time off, including unscheduled absences.

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