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. Within one hundred and twenty (120) days from ratification of the 2023-2025 Agreement, Kronos (or current timekeeping system) shall have a proper process code 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 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 utilized to prevent mandatory overtime. Management shall collaborate with UBNPCs to assess trends in data to increase baseline staffing first with appropriate postings for AURN positions, and then second determine additional resources that are needed from agencies. Nothing in this section will compromise the Agreement that outside agency nurses/travelers shall not replace AURN bargaining unit positions remaining open for hiring and filling following the appropriate process outlined in this Agreement.

9.1.6 Mandatory overtime. The Employer will act in accordance with ORS 441.166 the Oregon Nurse Staffing Law and any subsequent law that, which 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. CNI Plus must be offered for volunteers before utilizing mandatory overtime.-All forms of compensation related to overtime, short staffing, or
other special need for staff to work extra shifts shall either utilize CNI or CNI Plus and all relevant sections of this agreement regarding CNI and CNI Plus shall apply. 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.

[NOTE: vMOT/vMOV/VOL MOV guidelines or other similar guidelines previously issued by the Employer will be null and void] This provision equally applies to employees volunteering for identified mandatory overtime shifts. Individual bargaining for the purpose of securing additional payment of double time in a non-mandatory overtime situation 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 eight (8) hours or less from the employee’s previously scheduled shift.

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 eight (8) hours between shifts. Employees may, however, be called in to work from on-call status up to three (3) hours contiguous to the start of their regularly scheduled shift, without the Employer incurring double back liability when the need prompting the call-in results from an unscheduled event. Employer relief from double back pay under this exception is limited to one (1) shift per nurse in a rolling three (3) month period.

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 8-hour rest period between shifts.

9.2.3 Work in advance of shift. Nothing in this article will obligate the Employer to pay double back to nurses not assigned call who, with a break of 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 his or her 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. 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 time and one-half (1½) his/her 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.

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. Independence Day on July 4.

f. Labor Day on the first Monday in September.

j. Thanksgiving Day on the fourth Thursday in November.

m. Christmas Day on December 25.
9.3.3.1 Juneteenth and Culturally Significant Floating Holidays: In order to recognize Juneteenth and holidays or culturally important events, all employees covered by this Agreement will be granted 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. 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 does not include use of paid accruals or other paid time) or for the premium portion (½ x) of holiday hours worked or on-call hours 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 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.