ARTICLE XX – HOURS OF WORK

A. The basic workweek shall be forty (40) hours in a designated seven (7) consecutive day period commencing at 12:01 a.m.

B. The basic workday shall be either eight (8) hours to be worked within eight and one-half (8.5) consecutive hours or ten (10) hours to be worked within ten and one-half (10.5) consecutive hours in a twenty-four (24) hour period, commencing at 12:01 a.m. including:

1. A meal period of one-half (1/2) hour on the nurse’s own time to be taken as near to the middle of the work period as is practicable; and

2. One (1) fifteen (15) minute rest period without loss of pay during each four (4) consecutive hours of work (or major portion thereof) which, insofar as is practicable, shall be near the middle of such work duration.

C. Overtime compensation shall be paid at one and one-half (1.5) times the nurse’s regular straight time hourly rate of pay for all hours worked in excess of:

1. Forty (40) hours in each basic workweek, or

2. A nurse’s scheduled regular shift.

D. A nurse will be expected to obtain proper advance authorization, except when not possible, for work in excess of the nurse’s basic workday or basic workweek. Excess work will be by mutual consent, except that a nurse may be required to remain at work beyond a nurse’s scheduled workday, subject to applicable limitations under state law or administrative rule.

E. Scheduling. Nurse schedules shall be posted with job postings and shall remain in effect while the nurse remains in the position.

1. Should the Clinic determine that it needs to change nurse schedules to accommodate the needs of the clinic, they shall notify all affected nurses as soon as possible but not later than thirty (30) days prior to implementing the change.

2. When a schedule opens up for any reason including, but not limited to a nurse leaving the clinic or moving to a new schedule, or the Clinic establishing new schedules, all nurses at the Clinic will have the right to bid on the new schedules before such schedules may be advertised in an outside job posting following the procedures laid out in Article XX Seniority and Job Posting.
H. **Emergency Clinic closures:** In the event that the Clinic is closed for weather or other emergency-related reasons (i.e. loss of power in the clinic, natural disasters, etc.), nurses scheduled to work will be paid their normal rate for all time scheduled for the first three (3) consecutive days of such emergency closure. Should the clinic remain closed for more than three (3) consecutive days, the nurse may elect to use any accrued leave (PTO) to be paid for continued closure days or may elect to take such days as unpaid leave.

E. **Scheduling Holiday Work.** While clinic nurses are not normally scheduled to work on holidays, the Clinic may determine that there is some work that needs to be performed (i.e. triage, etc.) and may ask for volunteers to work on holidays. Such work will be compensated as laid out in *(Article XX Compensation, Section X).* Should two or more nurses volunteer to work on a given holiday, such work will be awarded based first on seniority and on a rotating basis. No nurse shall be required to perform such work in a non-voluntary capacity.