

*Tentative Agreement*

*9/25/2023*

*Jose R  
HR rep*

SNA proposal 9.25.23 to Hospital proposal 9.25.23 (SNA original proposal #20)

*9/25/2023*  
*[Signature]*  
*SNA*

**ARTICLE VIII – HOURS OF WORK**

**A. Definitions**

1. “Workday” is defined as a twenty-four (24) hour period beginning at a time designated by the Hospital and ending twenty-four (24) hours thereafter. The Hospital has the right to assign or reassign the workday for each Nurse based on the regularly scheduled hours of each Nurse. When establishing workday starting times, the Hospital will not divide a Nurse’s predominant shift into two workdays.
2. “Workweek” is defined as a seven (7) day period of consecutive workdays. The actual start of each workweek coincides with the start of the applicable workday.
3. “Pay period” is defined as two consecutive workweeks that comprise a pay period for purposes of the Hospital’s payroll system. The actual start of each pay period coincides with the start of the applicable workday.
4. “Regular rate” is calculated according to applicable federal and state laws.
5. “Hours worked” means time spent in work-related activities. Hours worked does not include PTO, leaves of absence, or any other time away from the Hospital, regardless whether this time away from the Hospital is paid time.

**B. Daily and Bi-Weekly Overtime**

1. In general, Nurses covered by this Agreement work an 8/80 schedule.

Nurses assigned to an 8/80 schedule:

- a. Overtime is paid at one and one half (1 ½) times the Nurse’s regular rate in the following situations:
  - (1) For hours worked over eight (8) in a workday; and
  - (2) For hours worked over eighty (80) in a pay period.

- b. Double time is paid at two (2) times the Nurse’s regular rate for hours worked over twelve (12) in a workday.

2. Nurses assigned to a straight time 10-hour schedule:

- a. Overtime is paid at one and one half (1 ½) times the Nurse’s regular rate in the following situations:
  - (1) For hours worked over ten (10) in a workday; and
  - (2) For hours worked over forty (40) in a workweek.

- b. Double time is paid at two (2) times the Nurse’s regular rate for hours worked over twelve (12) in a workday.

The UNION reserves the right to add, alter, amend, modify, substitute, or withdraw any proposals during these negotiations. 1

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3. Nurses assigned to a straight time 12-hour schedule:
  - a. Overtime is paid at one and one half (1 ½) times the Nurse's regular rate for hours worked over forty (40) in a workweek.
  - b. Double time is paid at two (2) times the Nurse's regular rate for hours worked over twelve (12) in a workday.
4. If application of the "Workday" calculation method results in lost overtime (for example, because the Nurses worked hours that cross either the beginning or the end of the assigned "Workday", "Workweek" and/or "Pay period") the Nurse will be paid overtime for these hours.

~~5. Until implementation of the shift based "day divides" the Hospital will continue to follow the prior language of Article VIII B. 4. which states:~~

~~Nurses will maintain their established 24 hour "Workdays" for calculating daily overtime; however, all hours worked in a given shift will be attributed to the Workday during which the initial in-punch for that shift takes place. For example, if an 8-hour Nurse has an established Workday of 12:00 midnight to 11:59 pm, and that employee works a 10-hour shift from 9:00 pm to 7:00 am, then all ten hours will be attributed to the previous 24-hour Workday when the 9:00 pm punch-in took place. In this scenario, the Nurse would be paid 8 hours of base pay, and two hours of overtime because all 10 hours are considered to have been worked in the previous 24-hour Workday. The purpose of this "In-Punch" calculation is to "pre-pay" hours worked from a subsequent Workday to a prior Workday in order to maximize the overtime earned and paid to a Nurse when crossing a day divide during a given shift. With the exception of call back, in the event a Nurse has punched out for more than two (2) hours all hours worked upon return will be considered a new shift for the purposes of calculating overtime. In addition, a break in a call back shift creates a new shift for purposes of overtime.~~

- ~~6. Prior to adoption of shift-based "day divides" pursuant to Article VIII(A)(1), the Hospital shall provide at least sixty (60) days' notice to the Union and provide the Union of the change. The Hospital's notice shall include information regarding the method by which Nurses can claim overtime pay for situations where their worked hours crosses a day, week and/or pay period divide and would, but for the application of these divides, be eligible for overtime pay (for example, if a 12-hour Nurse works thirteen (13) continuous hours). The parties shall bargain the impact of the change during the sixty (60) day notice period.~~

~~7-5~~ Any work time that qualifies as overtime pay under more than one of the above guidelines is paid only once. Example: A Nurse works nine, eight (8) hour workdays in a pay period, and then works nine (9) hours on the tenth workday. The last hour of work on the tenth workday qualifies as overtime because it exceeds eight (8) hours in a workday, and also exceeds eighty (80) hours in a pay period. Nevertheless, one (1) hour of overtime is paid, not two (2). Holiday and other premiums voluntarily paid by the Hospital will be credited against overtime due as permitted by state and federal laws.

~~8-6~~ Under normal circumstances, Nurses are required to have the approval of their supervisors or designee prior to working overtime. On those occasions when an emergency arises and this is not possible, Nurses are required to report to their supervisor or designee the amount of overtime they have worked and the reason for having done so. The reason for having worked overtime must be documented.

~~9-7~~ The parties recognize that the Hospital has not imposed mandatory overtime on the Nurses. It is understood that the Hospital does not intend to impose mandatory overtime on the Nurses during the term of this Agreement. It is further understood by the parties that, under applicable law, mandatory overtime is a mandatory subject of bargaining.

C. **Weekend Work**

Since illness or injury to the patient is not determined by the day of the week, no distinction can or will be made with regard to Saturday and Sunday work schedules. It is considered that weekend work is part of the professional responsibility of the Nurse and it is expected that Nurses will be available to work every other weekend. If scheduled to work 12-hour shifts, regular Full-Time and Part-Time Nurses shall be required to be available no more than every third (3<sup>rd</sup>) weekend in order to maintain adequate coverage for patient care. In the event of extraordinary (such as vacations, leaves, and vacancies, etc.) department needs, a Full-Time and Part-Time Nurse scheduled to work 12-hour shifts may be required to work every other weekend no more than the equivalent of one (1) six (6) week scheduling period per calendar year. Any additional weekend shifts scheduled as a result of the foregoing provision shall be assigned in order of reverse seniority. (Weekend availability requirements for Relief Nurses are as provided in Article VI A.3.b, above, of this Agreement.)

**D. Posted Schedules**

The schedule will be posted ten (10) calendar days before the first day of the ensuing six (6) week work schedule. It is the responsibility of the Nurse to check the posted schedule before days off. The posted schedule will not be changed with less than seventy-two (72) hours' notification to the Nurse, without the Nurse's agreement. The Hospital will make reasonable efforts to seek volunteers for schedule changes and to make schedule changes in the order of reverse seniority provided that the skill mix requirements are met.

**E. Alternative Work Schedules**

1. The possible use of alternative straight time work schedules (for example, ten or twelve-hour shifts), including any necessary changes in the provisions of this Agreement, will be discussed between the Association and the Chief Nursing Officer, during the term of this Agreement at the request of either the Association or the Chief Nursing Officer. If a request is made, a meeting will be held within ten (10) calendar days unless the Association and the Chief Nursing Officer, agree otherwise. Both the Association and the Hospital will endeavor to resolve any problems which exist concerning the feasibility, practicality, or cost of any proposed alternative work schedule. Alternative work schedules will be implemented only where the Association and the Hospital have reached written agreement. If the Hospital and the Association cannot reach agreement as to implementation, then the dispute shall not be subject to ~~Article XX~~, the Grievance and Arbitration process.
2. As an exception to paragraph 1, the Hospital may offer Nurses a schedule which includes ten or twelve-hour shifts, and unless at least 80% of the Nurses voting in an affected department/shift vote in favor of such schedule, then it may be implemented for an individual Nurse only where the Nurse agrees to such schedule.

The Staff Nurses Association shall be advised of all such individual scheduling agreements at the time they are implemented.

3. Nurses who convert from eight (8) hour shifts to alternative shifts after November 1, 2010 may request to discontinue working the alternative shifts and revert back to eight (8) hour shifts. The Hospital shall determine whether such request shall be granted based on staffing and operational needs at the time. The Hospital shall respond to such requests no longer than thirty (30) days after receipt.

**F. Shift Reassignments**

Temporary mandatory reassignment of Nurses to other shifts is discouraged. Toward this objective, the following restrictions will be followed:

1. If a temporary staff shortage exists on a shift, the Hospital will seek volunteers for such shifts from Regular and Relief Staff in that department.
2. Volunteers also will be sought from Relief and Regular Nurses assigned to other departments who have the necessary skills and who have previously indicated their availability for additional shifts.
3. If insufficient volunteers exist reassignment will be by seniority. In addition, (a) a Nurse cannot be reassigned for more than three (3) weeks in a twelve (12) month period without the Nurse's consent, and (b) a Nurse cannot be reassigned for less than one (1) week without the Nurse's consent.
4. Nurses shall receive time and one half (1 ½) the base hourly rate for shifts worked as a result of temporary mandatory reassignment to other shifts. This compensation applies to temporary mandatory reassignment of not less than one (1) week. This compensation also applies to voluntary temporary reassignment to another shift for more than one (1) week upon request by the nurse manager.
5. The Hospital may rely upon external staffing sources to cover temporary staffing shortages or needs, and as a means of reducing or eliminating reassignment, under paragraph 3 above, of Regular or Relief Nurses who have not volunteered for such shifts.
6. Specific procedural guidelines will be a subject for discussion between the Hospital and the Association. In addition, when it is anticipated that a future temporary shortage may occur in a particular department, potential resolutions and alternatives will be discussed between the Hospital and, the Association and by the Director/Manager with staff.