ARTICLE 2 – EMPLOYMENT DEFINITIONS

2.1. Nurse. A nurse is defined as a currently registered professional or licensed professional nurse employed by the Hospital and covered by this Agreement. Continuous employment is defined as the total of all paid hours of employment by the nurse, unless broken by resignation, termination, retirement, discharge, or other permanent separation.

2.2. Regular Full-Time. A regular full time nurse is defined as a member of the bargaining unit employed on a regular schedule of seventy (70) hours or more per pay period.

2.3. Regular Part-Time. A regular part-time nurse is a member of the bargaining unit employed on a regular schedule of forty (40) hours or more but less than seventy (70) hours per pay period. Notwithstanding any other provision of this agreement to the contrary, employees covered by this agreement must be considered either full-time or part-time to qualify for any of the benefits under the provisions of this agreement, including but not limited to PTO, medical, dental, vision insurance, [See Article 10, Eligibility Rule] life insurance, short and long-term disability insurance, retirement contributions, jury duty compensation and bereavement or extended sick leave compensation.

2.4. Per Diem. A Per Diem Nurse is defined as a member of the bargaining unit who is not employed on a regular schedule, and will be compensated at the nurse’s regular rate for all shifts accepted, unless the nurses’ hours exceed the overtime limits specified in Article 6, Sections 6.2 of this Agreement.

2.4.1. Nurses who are classified as per diem nurses shall receive fifteen percent (15%) in addition to the straight-time hourly rate of pay in lieu of receiving
PTO, medical, dental, vision insurance, life insurance, short and long-term disability insurance, jury duty compensation, retirement contributions and bereavement, extended sick leave compensation.

2.4.2. Per diem nurses status shall not change in the event a nurse temporarily works a full or part-time schedule due to the absence of another nurse for up to one hundred eighty (180) calendar days.

2.4.3. At the Associations’ request, a review of per diem hours worked in any particular department shall be made. In the event such review demonstrates per diem hours worked that would constitute a regular full or part time position for a period of ninety (90) calendar days, during which no department nurse was on a leave of absence, the appropriate full or part time position shall be posted in accordance with Article 17, Section 17.4.

2.5. **Probationary Nurse.** A newly hired nurse shall be on probationary status until the nurse has successfully completed no less than four hundred eighty (480) hours of work or ninety (90) calendar days of employment, whichever is longer, beginning with the nurse’s most recent date of hire. The probationary period of a nurse evaluated as less than satisfactory may be extended by mutual agreement between the Hospital and the Association; the terms of which shall be specified in writing. During the probationary period, a nurse may be discharged without notice and without recourse to the grievance procedure.

2.5.1. Bargaining unit nurses who have completed the regular probationary period and are subsequently transferred to a different unit where different skill sets are required for the position will serve an evaluation period of up to four hundred eighty (480) hours of work in the new position. During this
 evaluation period in the new position, the nurse may be removed from the new
position without recourse to the grievance procedure, provided, however, such
nurse has received prior written notice of any failure to meet competencies
required of other nurses in the unit and has been provided a reasonable period of
time to meet such competencies or performance issues. In the event the
transferred nurse is unsuccessful in the new position, the nurse will be returned
to his or her previous position, if such position is available. If such position is not
available, the nurse may accept any available open position for which the nurse
holds the qualifications and seniority, or transfer to the float pool with the FTE
budgeted hours he or she previously held prior to the new position.

2.6. Gray Matters Program. Any nurse covered under the existing labor
agreement who has recently retired or is eligible to retire from service with the
Hospital, who has reached age fifty-five (55), and who has a total of ten (10)
years of nursing experience, at least five (5) of which have been in the employ of
the Hospital, may apply for employment as a Gray Matters Program employee.
Represented employees shall remain a part of the bargaining unit and must
maintain their membership or other reimbursement arrangement with the Union,
on the same basis as prior to retirement. All provisions of the labor agreement
will continue to apply to these employees, except as specifically stated below:

2.6.1. Application and Appointment: The employee shall apply to the
director or manager for whom the nurse wishes to work. Once a nurse has been
appointed to the Hospital’s Gray Matters program, the Hospital reserves the right
to rescind such appointment for any lawful reason with no less than thirty (30)
calendar days’ written notice to the nurse prior to the posting of the work
schedule. Upon request the nurse shall be afforded an exit interview. The
decision to appoint is at the sole discretion of the Hospital and no manager shall
be compelled to appoint a nurse to this program unless the manager agrees that it is in the Hospital’s best interest to do so. All Gray Matters appointments must be reviewed and approved by the appropriate Senior Manager and Chief Human Resources Officer. Following appointment, the nurse and the manager shall specify any limitations, special schedules or other conditions that will apply. Such specifications must be mutually agreed and documented in writing with the signature of both the manager and the nurse. Such special conditions may be revised by mutual agreement of the parties. All such agreements must be copied to the Association by the Hospital no later than seven (7) calendar days from the effective date.

2.6.2. Requirements: Nurses in the Gray Matters Program must maintain all appropriate licenses, meet Hospital mandatory education requirements, and work at least the minimum number of hours required to meet State requirements and to maintain clinical competency in the unit(s) to which they are appointed. All nurses in this program will receive an annual evaluation by the manager by whom they were appointed and/or for whom they usually work. An overall rating of “meets expectations” is required to continue in the program.

2.6.3. Hours of Work: With respect to Article 6 – Hours of Work – below, Gray Matters Program nurses have no regular schedule. They may be requested to work any number of hours up to, but not exceeding, the regular shift hours in operation for their appointed department following the scheduling of regular and per diem nurses. This may include coverage for meetings, meal relief or other short-term assignments. Payment shall be for all hours actually worked.

2.6.4. Training Costs: The Hospital will pay for any meetings, classes or trainings which are required for Gray Matters Program nurses. The Hospital will
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ONA reserves the right to add to, edit, delete or modify any of the terms of this proposal at any time during negotiations.

not pay for any additional, non-mandatory or specialized certification or training.

2.6.5. Wages: With respect to Article 11 – Wages below, nurses in this Program shall be paid at the grade and step they held when they officially retired. Annual pay adjustments shall reflect changes in the pay plan implemented under the labor agreement, and Gray Matters Program nurses shall be eligible for step increases on the same basis as per diem nurses.

2.6.6. Benefits: With respect to Article 7 – Paid Leaves, Article 8 – PTO and Article 9 - Health and Welfare, Gray Matters employees are not eligible for these specified benefits, but shall receive twenty percent (20%) additional compensation in lieu of benefits.

2.7. Charge Nurse. A Charge Nurse is defined as a Regular Nurse member of the bargaining unit who is assigned charge nurse duties by the appropriate hospital manager.

2.8. Traveler/Agency/Locum Tenens/Temporary Nurse. A nurse who is not employed by the Hospital working on contract for a short term. The Hospital is committed to staff its facility by recruiting and hiring nurses for authorized positions. Traveler/Agency/Locum Tenens/Temporary nurses will be utilized only when the Hospital is unable to meet patient care needs by providing adequate qualified staff through its own resources. They are hired on a short-term contract period, not to exceed six (6) months, and in no event will their utilization result in a bargaining unit nurse experiencing a reduction in hours. The Hospital will notify the Association if such a nurse is being utilized and the number of hours, unit they will be assigned to work and the length of their contract.