

ARTICLE 5 – DEFINITIONS

[Alphabetize definitions in final contract]

5.1 Regular Employee. An employee who has completed the trial service period and is regularly scheduled in an established position, either for forty (40) hours per week as a full-time employee, or for less than forty (40) but at least an average of four (4) hours per week (0.1 FTE) as a part-time employee. Also referred to as “regular nurse” in this Agreement.

5.2 Benefited Employee. A regular employee whose full-time equivalency is at least 0.5 FTE.

5.3 Full-Time Equivalent (FTE). Hours for which an employee is regularly scheduled, as reflected on the personnel action form.

5.4 Split Position. A Split Position is a regular nurse who transitions their FTE from a single unit into an agreed split FTE position between two or more units. Although a split position is not floating, the Employer shall provide orientation pursuant to Section 7.15. See also Section 7.11.

5.5 Cross-Trained Position. A Cross-Trained Position is a nursing position that nurses may apply and be hired into or transfer into that requires the nurse to work in two related units as part of their FTE requirement. Nurses who are cross-trained and work in two units do not count as floating. The Employer shall provide orientation pursuant to Section 7.15.

5.6 Resource Nurse. A nurse who has not been assigned an FTE status and is not regularly scheduled for any designated number of hours per pay period.

5.7 Temporary Nurse. A bargaining unit nurse who has been hired to work for a specific period of time of no greater than twelve (12) months in twenty-four (24) consecutive months to fulfill specific needs of the Employer.

5.8 Interim Position. A bargaining unit nursing position created to meet a short-term workload need of no more than one (1) year. Nurses in interim positions shall be treated as regular employees in accordance with Article 24.10, unless they opt to continue in a resource nurse capacity pursuant to that provision.

5.9 Pivot Nurse. A nurse who volunteers to work outside their employing/home unit **with the permission of their home unit leader**, in addition to their normal work assignment in their home unit. The nurse possesses the requirements and has demonstrated the knowledge, skills and abilities to perform the essential functions as defined in the position description and unit specific addendum for the shift they are volunteering for outside their normal unit. The Employer may offer optional training for nurses to acquire skills to become Pivot Nurses.

5.10 Non-Bargaining Unit Nurse (for example Traveler or Agency Nurse). A non-bargaining unit nurse who has been hired to work for a specific period of time no greater than twelve (12) months in eighteen (18) consecutive months to fulfill specific needs of the Employer. OHSU has no intent to utilize international travel nurses as non-bargaining unit nurses during the term of this Agreement. If, during the term of this Agreement, OHSU determines that patient care needs require the

use of international travel nurses, OHSU will provide notice to the Association and bargain (if requested) for up to 150-days before making arrangements to bring on international travel nurses as non-bargaining unit nurses (including but not limited to signing contracts with international travel nursing agencies). (International travel contracts need to comply with the twelve-month time limit above). This bargaining will include decision and effects bargaining, including regarding all terms and conditions of work for non-bargaining unit international nurses and the impact on nurses already in the collective bargaining unit.

5.11 Straight Rate of Pay. A nurse's rate of pay in accordance with Appendix A of this Agreement.

5.12 Regular Rate of Pay. Straight rate of pay plus, where applicable, any differential payable under this Agreement (excluding call differential), calculated on a weekly or bi-weekly basis, except where otherwise specifically provided in this Agreement.

5.13 Adjusted Service Date. Date used to determine an employee's total years of service at OHSU for purposes of Section 11.1 (Vacation Accrual). Years of service include all time in the Employer's service, whether in or out of the bargaining unit. The adjusted service date shall be adjusted for leave without pay (excluding federal and state protected leaves, worker's compensation leave and military leave) greater than ninety (90) days.

5.14 Wage Adjustment Date. Date used to determine an employee's eligibility for progression to the next pay step, as reflected in Article 8.2 and Appendix A. The wage adjustment date shall be adjusted for leave without pay (excluding federal or state protected leaves, worker's compensation leave and military leave) greater than ninety (90) days.

5.15 Seniority Date. Date used to determine an employee's seniority. The seniority date is established as the original date of hire as a bargaining unit nurse, and shall be adjusted for any of the reasons set forth in Article 18.2.

5.16 Qualified. Unless otherwise defined in this contract (see Sections 19.2 and 20.2.6), means that the nurse meets the required qualifications of the position.

5.17 Well Qualified. Unless otherwise defined in this contract (see Sections 19.2 and 20.2.6), means that the nurse meets the required and preferred qualifications of the position or has demonstrated equivalent work experience.