

ARTICLE 7- DEFINITIONS

A. Employee Categories:

1. *Regular Employee:*

- a. **Definition:** A regular employee is one who is regularly scheduled to work twenty (20) or more hours per week (or a work schedule of forty (40) or more hours in a pay period.)
- b. **Benefits:** A regular employee shall accumulate and receive all employee benefits, as provided for in this Agreement, subject to eligibility requirements specified in this Agreement when they become a regular employee and for so long as they remain a regular employee.

2. *Twenty-Four Hour PRN*

- a. **Definition:** A twenty-four (24) hour PRN employee is one who is coded twenty- four hours per week, but may work additional hours as mutually agreed. The employee needs to be available three shifts per week. They will be prescheduled to cover any "holes" in the schedule due to vacations, etc. If they are scheduled to cover a core hole, they will be listed on the staffing sheet as regular days (for example ("A or "P") and would qualify for Maintenance of Hours if they are not needed to work.

If they are not needed to cover core holes, they will be listed on the schedule and staffing sheets as available (using "Y" for all shifts). They will be called in for ill calls, high census, and other additional staffing needs. They are required to be available on these designated days until two hours before the shift starts. If they are not called for these shifts, they are not entitled to MOH on these days.

- a. **Benefits:** A twenty-four hour PRN employee shall accumulate and receive all employee benefits, as provided for in this Agreement subject to eligibility requirements specified in this agreement.

2. *Temporary Employee*

- a. **Definition:** A temporary employee is one who is hired from outside the bargaining unit:
  - i. to work for a specific period of time not to exceed three (3) consecutive months or
  - ii. to replace a permanent employee for a period not to exceed six (6) consecutive months.
- b. **Change in Status:** If a temporary employee is to continue in a position beyond these time limits (unless a specific exception has been made in writing for an additional definite and limited time period), their status shall be changed to the appropriate permanent status defined in this Article and they shall serve whatever additional time, if any, that is necessary to complete the appropriate probationary period as defined in Article 34.0. Such employee's service date will be retroactive to the initial date of hire.

### 3. *On-Call Employee*

- a. **Definition:** ~~An On-Call employee is one who is employed to work on an intermittent basis. Such employees must be available to work at least three (3) shifts per pay period and two (2) weekend shifts per month, if applicable, except during four (4) weeks of the year when they will not be required to be available. Request for the four (4) weeks of non-availability must be submitted according to Article 10(B). On call employees shall be available to work on one (1) major holiday defined as Thanksgiving Day, Christmas Day and New Year's Day. On call employees shall also make themselves available either the day before or after their chosen holiday. If an employee offers more than two shifts of availability in a 24-hour period, those shifts will count as one shift of availability for the purposes of this agreement. These requirements may be adjusted and/or waived by mutual agreement. Employees failing to meet these requirements may be subject to progressive disciplinary action, up to and including termination.~~  
An On-Call employee is one who is coded zero (0) hours, has no permanent work assignment, and who is not guaranteed any working hours, and is employed to work on an intermittent work basis.



- b. On call employees must be available to work the following total of six (6) shifts per six (6) week scheduling period to be scheduled as follows: one weekday shift per week, an/or 3 weekend shifts per six week scheduling period. at least six (6) shifts over three (3) pay periods of the six (6) week schedule with at least one (1) weekday shift per week. If applicable, at least two (2) of those six (6) shifts shall be on the weekend. These requirements may be adjusted and/or waived by mutual agreement. The employee must be eligible to be booked at straight pay for it to count towards availability requirement
- c. On call employees shall be available to work on a major holiday, defined as Thanksgiving Day, Christmas Day, Christmas Day December 25th, and New Year's Day. On-call employees shall also make themselves available either the day before or after their chosen holiday. If an employee offers more than two shifts of availability in a 24-hour period, those shifts will count as one shift of availability for purposes of this agreement.
- d. Unbenefited on-call employees may use four (4) "zero (0) coded unavailability" days per year in place of a required shift availability.
- e. Benefited on-call employees may use vacation and float holidays in place of a required shift availability. If applicable, at least two (2) of those six (6) shifts can shall be on the weekend. These requirements may be adjusted and/or waived with mutual agreement.
- f. Casual: On-call employees will be required to be available to work a minimum of 2412 shifts per year, including at least two (21) shifts every three (3) months.
- a-b. **Benefit Review:** Hours worked by an On-Call employee will be reviewed every six (6) months of employment. If the overall pattern reflects that the employee has worked twenty (20) or more hours per week, the employee shall be eligible for benefits effective the first (1st) of the month following the review and shall remain eligible for benefits as long as they continue such a pattern. However, if the Manager or designee determines such a pattern is unlikely to continue, benefit eligibility may be withheld by the Employer. The Manager shall notify the employee in writing of the determination and

the reasons for such determination. No benefit eligibility shall be unreasonably withheld.

#### 4. *Short-Hour Employees*

- a. **Definition:** A Short-Hour employee is one who is regularly scheduled to work fewer than twenty (20) hours per week.
- b. **Benefit Review:** Hours worked by a Short-Hour employee will be reviewed every six (6) months of employment. If the overall pattern reflects that the employee has worked twenty (20) or more hours per week, the employee shall be eligible for benefits effective the first (1st) of the month following the review and shall remain eligible for benefits as long as they continue such a pattern. However, if the Manager or designee determines such a pattern is unlikely to continue, benefit eligibility may be withheld by the Employer. The Manager or designee shall notify the employee in writing of the determination and the reasons for such determination. No benefit eligibility shall be unreasonably withheld.

#### 2. *Per Diem Employees*

- a. Per Diem employees will be paid a differential of \$4.00 per hour plus the in-lieu- benefits differential.
- b. Such employees will have required availability that includes four shifts per month, one weekend shift per month, for a total of five shifts, and one holiday per year, the weekend and holiday requirement are for Urgent Care employees only.
- c. Employees are not entitled to benefits except those required by law and time and one-half for working holidays.
- d. All other articles of this agreement apply.

- B. Differential-in-lieu-of-Benefits: All temporary employees as defined above shall be ineligible for employee benefits provided under this Agreement except for premium pay of time and one-

half (1-1/2) for worked holidays, shift differential pay and tenure increases.

Except as provided for in Article 14.0, all Short-Hour, Per Diem and On-Call employees as defined above shall be ineligible for employee benefits provided under this Agreement except for premium pay of time and one-half (1-1/2) for worked holidays, shift differential pay and tenure increases.

In lieu of eligibility for employee benefits as referred to above, Short-Hour, Temporary, Per Diem and On-Call employees shall receive a premium in-lieu-of-benefits. In no event will there be a duplication of the in-lieu-of-benefits premium and accumulation of or rights to employee benefits other than those specified above. Employees, who are eligible for benefits, as provided for in this Agreement, may elect to receive the in-lieu- of-benefits premium.

#### C. Personnel Definitions

- ~~1. Charge Nurse: The charge nurse assists in providing nursing support within a nursing unit for one (1) shift. This responsibility is in addition to the regular duties of a staff nurse. Representative functions include coordinating in-service classes and shift staff meetings, evaluating unit/shift problems and recommending solutions to the nursing coordinator and shift supervisor, and participating in development of standard of patient care, as well as departmental goals.~~