ARTICLE 1 - RECOGNITION AND MEMBERSHIP

A. Providence Home Health and Hospice (referred to as “PHHH”) recognizes Association as the collective bargaining representative with respect to rates of pay, hours of work and other conditions of employment for a bargaining unit composed of all registered professional nurses, Occupational Therapists, Physical Therapists, Speech Language Pathologists, Licensed Clinical Social Workers, Bereavement Counselors, and Social Workers employed by PHHH Home Health and Hospice as home health and hospice clinicians, including when serving in a charge capacity, in the Portland metropolitan service area (including Clark County, WA and the historic Yamhill service area), excluding coordinators, specialty pharmacy/infusion, Sisters of Providence, administrative and supervisory personnel, guards, and all other employees.

B. Definitions:

1. Clinician Definitions

   A. Case Manager – A clinician who serves as the primary clinician for designated patients that constitute their caseload; the Case Manager both provides direct and ongoing care to their patients and coordinates the patient’s plan of care.

   B. Float – A Clinician whose assignment varies according to the clinical Unit’s coverage needs who may carry a partial or temporary caseload.

   C. Nurse - Registered nurse currently licensed to practice professional nursing in Oregon and/or Washington, including but not limited to:

      a. Wound Ostomy Nurse - A Nurse holding a recognized board certification to provide wound, ostomy or continence care, or some combination thereof, who also serves as a consulting resource.
b. Psychiatric Mental Health Nurse – A Nurse whose duties include the provision of mental health care to Home Health patients, who also serves as a consulting resource.

c. Palliative Care Nurse – A Nurse whose duties include the provision of palliative care to Home Health patients, who also serves as a consulting resource.

D. Physical Therapist – Licensed Physical Therapist employed to provide *skilled* physical therapy services for the care of Home Health and Hospice patients. These services include evaluation, treatment, and consultation.

E. Occupational Therapist – Licensed Occupational Therapist employed to provide skilled occupational therapy services for the care of Home Health and Hospice patients. These services include evaluation, treatment, and consultation.

F. Speech Language Pathologist – Licensed Speech Language Pathologist employed to provide *skilled* speech, language, swallowing, voice, and cognitive services for the care of Home Health and Hospice patients. These services include evaluation, diagnosis, treatment, *and* consultation.

a. Alternative and Augmentative Communication Speech Language Pathologist (AAC SLP) – Licensed Speech Language Pathologist employed to provide specialty communication services to those Home Health and Hospice patients who require alternative and augmentative communication. AAC-SLPs do not require a specialty certification *and* may become an AAC-SLP through experience. Their primary caseload is patients with alternative and augmentative communication needs.

G. Social Worker – A Licensed Clinical Social Worker (LCSW) or Clinical Social Work Associate (CSWA) who provides comprehensive
biopsychosocial/spiritual assessment, diagnosis and/or
treatment/interventions/advocacy of patients and their support systems
and collaborates with the patient and support system to develop and
implement care plans. The CSWA works under direct and continuous
clinical supervision by a LCSW.

H. Bereavement Counselor – A Licensed Clinical Social Worker (LCSW),
Licensed Marriage and Family Therapist (LMFT), or Licensed
Professional Counselor (LPC) who provides comprehensive
biopsychosocial/spiritual assessment, diagnosis and/or treatment,
interventions, and advocacy for Hospice patients and their bereaved
survivors. Bereavement Counselors may also serve the community
bereaved.

2. Additional Definitions

a. Manager - Responsible for administration of a team of caregivers
including clinicians.

b. Charge Clinician - Relieves the Manager in accordance with the
assignment of such work by PHHH Home Health and Hospice.

c. Clinical Unit – A Clinical Unit is a group of clinicians within a given
discipline in each of the following: Home Health East, Home
Health West, Home Health Yamhill, Home Health South, Home
Health Access, Home Health Wound Ostomy Nurses, Home
Health Psychiatric Mental Health Nurses, Home Health Palliative
Care Nurses, Home Health AAC-SLPs, Home Services Liaisons,
Hospice East, Hospice West, and Hospice Access. The Task
Force may review unit definitions if issues arise and may make
modifications with mutual agreement of PHHH Home Health and
Hospice and ONA.

d. Team – An interdisciplinary group of caregivers, including clinicians
within a Clinical Unit that primarily serves a defined geographic area.
e. Territory – a defined geographic extent of a clinician’s primary patient assignment, which consists of one or more zip codes within the geography of a Team. The territory is a component of a clinician’s assignment and bid upon as described in Article 15.

f. Shift – The assigned hours of a clinician’s regular workday or any discretely defined hours of work made available to a clinician to work.

g. Regular Clinician - A part-time or full-time clinician.

i. Part-time Clinician - Any clinician who has an FTE between 0.5 and 0.74.

ii. Full-time Clinician - Any clinician who has an FTE greater than 0.74.

h. Per Diem Clinician - Any Clinician (a) who has an FTE less than 0.5, (b) who is not regularly scheduled to work or (c) who is employed on a temporary basis not to exceed 90 calendar days, or 180 calendar days where replacing a clinician on an approved leave of absence. In order to remain per diem, other than for those Per Diem clinicians described by (c) in the preceding sentence, the following will apply:

i. The Per Diem Clinician must be available for at least four (4) shifts during each 28-day or monthly schedule period, except that a Per Diem Clinician may completely opt out of one (1) work schedule each calendar year, provided the Per Diem Clinician notifies PHHH Home Health and Hospice in advance of the preparation of the work schedule.

ii. For nurses the four (4) available shifts must include two (2) weekend shifts, as assigned by PHHH Home Health and Hospice, if those shifts are regularly scheduled in the unit where they are to be assigned;
iii. **Per diem Physical Therapists and per diem social workers shall be included in the weekend rotations for their respective disciplines.**

iv. Per Diem Clinician will not be required to work more than one (1) holiday in a calendar year. The assigned holiday will be rotated between winter (New Year’s Day, Martin Luther King Jr. Day, Thanksgiving Day, or Christmas Day) and summer holidays (Memorial Day, Fourth of July, or Labor Day), in alternate calendar years; and

v. The Per Diem Clinician must meet the patient care unit’s education requirement for the year.

vi. A Per Diem Clinician who has averaged 24 or more hours of work per week during the preceding 12 weeks may apply in writing for reclassification, except that a Per Diem Clinician employed on a temporary basis to replace a **clinician** on an approved leave of absence will not be eligible for this reclassification. An eligible Per Diem Clinician applicant will be reclassified as of the next schedule to be posted to a regular part-time or full-time schedule, as appropriate, closest to the Per Diem Clinician’s work schedule (including shifts and units) during the preceding 12 weeks. A Per Diem Clinician who is reclassified under this paragraph will not be eligible to return to per diem status for one (1) year from the date of reclassification.

i. Cross Training – Cross Training is the training necessary to enable the clinician to become competent to work outside of the clinician’s clinical unit and to take a full assignment following completion of orientation. **PHHH Home Health and Hospice** will work with the **Professional Care Committees** to develop a mutually agreed appropriate cross training programs and criteria. Cross training is voluntary and shall not be utilized to displace bargaining unit clinicians.

C. Membership and Financial Obligations:
1. The following provisions apply to any nurse hired before December 14, 2009 ("Effective Date"): Membership in the American Nurses Association through Association shall be encouraged, although it shall not be required as a condition of employment. Notwithstanding the prior sentence, if a nurse hired before December 14, 2009, voluntarily joins the Association or has voluntarily joined the Association as of December 14, 2009, the nurse must thereafter maintain such membership, as an ongoing condition of employment, or exercise one of the two options listed in 2(a)ii or 2(a)iii below.

(a) Transfers. Clinicians who are members of the Association or have exercised one of the two options listed in 2(a)ii or 2(a)iii below will maintain such status upon transfer to Providence Portland Medical Center, Providence St. Vincent Medical Center, Providence Willamette Falls Medical Center, and Providence Home Health and Hospice. Clinicians who are not members at another facility in the Portland metro area where they are represented by a union may continue such status, at their option, upon transfer to Providence Portland Medical Center, Providence St. Vincent Medical Center, and Providence Home Health and Hospice, unless they elect to exercise one of the two options listed in 2(a)ii or 2(a)iii below.

(b) Promotions within a facility. A clinician subject to paragraph (a) above as of the Effective Date who assumes a position at the Medical Center or Providence Home Health and Hospice outside of the bargaining unit will retain their respective status (as a nonmember, a member whose membership must be maintained, or one of the two options listed in 2(a)ii or 2(a)iii below) if they returns to the bargaining unit within one year of the date that the clinician assumed a non-bargaining position. A clinician who returns to the bargaining unit after one year will be subject to the choices in paragraph 2(a) below.
2. The following provisions apply to any nurse hired after December 14, 2009 and all clinicians:

(a) By the 31st calendar day following the day that the clinician begins working, each clinician must do one of the following, as a condition of employment:

i. Become and remain a member in good standing of the Association and pay membership dues (Association member); or

ii. Pay the Association a representation fee established by the Association in accordance with the law; or

iii. Exercise their right to object on religious grounds. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect, that holds conscientious objections to joining or financially supporting labor organizations, will, in lieu of dues and fees, pay sums equal to such dues and/or fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to the Association and PHHH Home Health and Hospice. Such payments must be made to the charity within fifteen (15) calendar days of the time that dues would have been paid.

(b) PHHH Home Health and Hospice will provide a copy of the collective bargaining agreement to newly hired clinicians, along with including a form provided by the Association that confirms the provisions in 2.(a) above. The nurse will be asked to sign upon receipt and return the signed form directly to the Association. PHHH Home Health and Hospice will work in good faith to develop a procedure to retain copies of such signed forms.
(c) A clinician should notify the Association’s Membership Coordinator, in writing, of a desire to change their status under the provisions of 2. (a) above by mail, to the business address for the Association.

(d) The Association will provide **PHHH Home Health and Hospice** with copies of at least two notices sent to a clinician who has not met the obligations to which they are subject, pursuant to this Article. The Association may request that **PHHH Home Health and Hospice** terminate the employment of a clinician who does not meet the obligations to which they are subject, pursuant to this Article. After such a request is made, Providence will terminate the clinician’s employment no later than fourteen (14) days after receiving the written request from the **Union** Association. **PHHH Home Health and Hospice** will have no obligation to pay severance or any other notice pay related to such termination of employment.

3. The following provisions apply to all clinicians. (a) **Dues Deduction.** **PHHH Home Health and Hospice** shall deduct the amount of Association dues, as specified in writing by Association, from the wages of all employees covered by this Agreement who voluntarily agree to such deductions and who submit an appropriately written authorization to **PHHH Home Health and Hospice**. The deductions will be made each pay period. Changes in amounts to be deducted from a clinician’s wages will be made on the basis of specific written confirmation by Association received not less than one month before the deduction. Deductions made in accordance with this section will be remitted by **PHHH Home Health and Hospice** to Association monthly, with a list showing the names and amounts regarding the clinicians for whom the deductions have been made.

4. **Association Union** will indemnify and save **PHHH Home Health and Hospice** harmless against any and all third-party claims, demands, suits, and other forms of liability that may arise out of, or by reason of action taken by **PHHH Home Health and Hospice** in connection with, this Article.
5. The parties will work together to reach a mutual agreement on the information to be provided to the Association Union, to track the provisions in this Article.

6. PHHH Home Health and Hospice will distribute membership informational material provided by Association to newly employed clinicians. Such material will include Association’s form authorizing voluntary payroll deduction of dues, if such form expressly states that such deduction is voluntary, and a copy of this Agreement.

7. During the nursing orientation of newly hired clinicians in PHHH Home Health and Hospice, if any, PHHH Home Health and Hospice will, on request of Association, provide up to 30 minutes for a bargaining unit clinician designated by the Association Union to discuss Association membership and contract administration matters. PHHH Home Health and Hospice will notify the Union Association or its designee of the date and time of this orientation, at least two (2) weeks in advance. During the first 30 days of the newly hired nurse’s clinician’s employment, a bargaining unit clinician designated by the Association Union may arrange with the newly hired clinician for 15 minutes to discuss Association Union membership and contract administration matters. In either situation, if the designated nurse has been released from work for this orientation, the time will be compensated as if worked. A newly hired nurse clinician involved in this orientation will be released from otherwise scheduled work and will be paid for this released time.