

**2008 - 2011**  
**EMPLOYMENT AGREEMENT**  
**By and Between**  
**THE SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**  
**Hospital and Health Care Employees Union**  
**(RN Unit)**

This Agreement is made and entered into by and between The Swedish Medical Center (hereinafter referred to as the "Employer" or "Swedish Medical Center") and SEIU Healthcare 1199NW, Hospital and Health Care Employees Union, SEIU, (hereinafter referred to as the "Union"). The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work and conditions of employment.

**ARTICLE 1 - RECOGNITION**

**1.1 Bargaining Unit.** The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time, part-time and per diem nurses employed as registered nurses by the Employer, excluding supervisory and administrative/management positions and all other employees.

**1.2 New Positions.** New job classifications established during the term of this Agreement shall be covered by this Agreement unless they are bona fide supervisory or administrative/management positions. The Union shall be notified of any new classifications established by the Employer.

**1.3** During the life of this Agreement, the Employer agrees not to and expressly waives any right it may have to withdraw recognition concerning, or in any other way to challenge the inclusion in the bargaining unit of any classification or job titles which are currently included in the unit on the grounds that they are or may be supervisors or supervisory. This does not apply to any change in the supervisory status of an individual employee that occurs as a result of a change in duties or a reconfigured position. This provision shall continue in full force and effect after the expiration of this Agreement and up to and including July 1, 2012 and be enforceable through the grievance and arbitration provision.

**ARTICLE 2 - MANAGEMENT RIGHTS**

The Union recognizes the Employer's commitment to serve the community with the highest quality of patient care, efficiently and economically, and/or meeting medical emergencies. The Union further recognizes the right of the Employer to operate and manage the Swedish Medical Center including but not limited to the right to require standards of performance and to maintain order and efficiency; to direct nurses and to determine job assignments, and working schedules; to determine the materials and equipment to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine the location (campus) in which services are to be

provided and hours of operation; to determine whether the whole or any part of the Swedish Medical Center shall continue to operate; to select and hire nurses; to promote and transfer nurses; to discipline, demote or discharge nurses for just cause, provided however, the Employer reserves the right to discharge any nurse deemed to be incompetent based upon reasonably related established job criteria and exercised in good faith; to lay off nurses; to recall nurses; to require reasonable overtime work of nurses; and to promulgate rules, regulations and personnel policies, provided that these management rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those rights and prerogatives not mentioned which are inherent to the management function.

All matters not covered by the language of this Agreement shall be administered by the Swedish Medical Center on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine.

### **ARTICLE 3 - UNION MEMBERSHIP**

**3.1 Membership.** All employees covered by this Agreement who are members of the Union on June 27, 2000, or who become members of the Union after that date, and all employees covered by the 1998-2002 Agreement between the Union and Cherry Hill Seattle Medical Center who become Swedish Medical Center employees on the effective date of the Alliance and who were members of the Union on June 9, 1998 or who became members of the Union after that date, shall, as a condition of employment, remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. "In good standing", for the purposes of this Agreement, is defined as the tendering of Union dues or a fair share/representation fee on a timely basis. It shall be a condition of employment that all employees covered by this Agreement who are hired on or after its effective date shall, on the thirtieth (30th) day following the beginning of such employment, become and remain members in good standing in the Union or agree to pay the Union a fair share/representation fee. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

**3.1.1 Religious Objection.** Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such an employee shall, in lieu of dues and fees, pay sums equal to such dues and 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 Union. Any employee exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

**3.1.2 Hold Harmless.** The Union will indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any action taken by the Employer to terminate an employee's employment pursuant to this Article.

**3.1.3 Notification.** The Employer shall make newly hired employees aware of the representation fee/membership conditions of employment at the time of hire.

**3.2 Dues Deduction.** During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form. Upon request, the Employer shall deduct an initiation fee and any additional dues amounts as specified by the Union. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster on computer disk of all nurses using payroll deduction will be promptly transmitted to the Union by check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

**3.3 Voluntary Political Action Fund Deduction.** During the term of this Agreement, the Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution wage assignment authorization form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all nurses using payroll deduction for voluntary political action contributions will be promptly transmitted to the Union by separate check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each nurse authorizing the assignment of wages for the payment of voluntary political action contributions hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such nurse.

## **ARTICLE 4 - UNION REPRESENTATION**

**4.1 Access to Premises - Union Staff.** Authorized staff employees of SEIU Healthcare 1199NW may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. SEIU Healthcare 1199NW staff shall not have access to nurses' lounges, nursing units or any other patient care areas unless prior approval has been obtained from the Employer. SEIU Healthcare 1199NW agrees that the Union's access to the Employer's premises shall be subject to the same general rules which are applicable to other non-employees and such access shall not interfere with or disturb nurses in the performance of their work during working hours, and shall not interfere with patient care or the normal operation of the Swedish Medical Center.

**4.2 Unit Representatives Medical Center Employees.** A list of Union officers, delegates, and alternate delegates from the bargaining unit, elected in accordance with District By-Laws, shall be provided to the Employer. Such Delegates shall be authorized to serve as the representative in Step 1, Step 2, and Step 3 of the grievance procedure and Section 6.3, as provided in this Agreement. Unit Representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection and their scope of authority. Unless otherwise agreed to by the Employer, the investigation of

grievances and other union business shall be conducted only during non-working time, and shall not interfere with the work of other employees. Subject to appropriate advance notice and scheduling requirements, Union Officers, Delegates and Contract Committee members may use one (1) day per calendar year of their education leave/professional leave time to attend union-sponsored training in leadership, representation and dispute resolution.

**4.3 Bulletin Boards.** The Employer will provide space on bulletin boards on all nursing units and near the cafeterias for the use of the local unit. The locations will be determined by the Employer. The Union will provide a copy of posted materials to the Human Resources Department at the time of posting. The Union agrees to limit the posting of Union materials to the bulletin boards designated by the Employer.

**4.4 Employee Rosters.** Upon the signing of this Agreement and monthly thereafter, the Employer shall supply to the Union via a FTP site an alphabetical list of all employees covered by this Agreement. The list shall include the name, address, employee identification number, date of hire, rehire date (if applicable), shift, FTE, job classification, division cost center number, unit, hourly rate of pay and monthly gross earnings. Each month, the Employer will provide a list of new hires and addresses, and a list of all employees who have terminated during the month via an FTP site. The new hire and termination lists shall include the same data as the monthly employee roster except for monthly gross earnings. The termination list shall include the termination date.

**4.5 Job Description and Contract.** The Union and Management will ensure that the Agreement is made available to all covered employees. Upon initial employment, employees shall be given a copy of their current job description by their manager during department orientation and whenever the job description changes.

**4.6 Meeting Rooms.** In accordance with Swedish Medical Center policy, the Union may use designated meeting rooms of the Employer for meetings of the Local Unit, providing sufficient advance request for meeting facilities is made through the Human Resources Department in accordance with Swedish Medical Center policy and procedure and space is available.

**4.7 New Employee Orientation.** Delegates/officers (or designees), not to exceed two (2) in number, may meet with new registered nurses during nursing orientation (on the delegate/officer's unpaid time), at a mutually agreeable time, to introduce employees to the Union and Union contract. The meeting shall not exceed one-quarter (1/4) hour in duration, and shall be on paid time for the new employee. By the end of the week prior to each new employee orientation, the Employer shall provide the Union with a list of all employees scheduled for the orientation. This list shall include the date of the orientation and the name, FTE, job classification, start date, shift, department, unit and campus of each new employee attending the orientation.

## ARTICLE 5 - DEFINITIONS

**5.1 Resident Nurse.** A registered nurse whose clinical experience after graduation is less than six (6) months, or a registered nurse who is returning to practice with no current clinical training or experience. A

resident nurse shall be assigned under the close and direct supervision of a preceptor pursuant to the Employer's preceptor program, and thereafter under the direct supervision of a designated registered nurse(s) and shall have limited responsibilities as defined by the supervisor. Residency shall not exceed six (6) continuous months unless extended in writing for an additional three (3) months when mutually agreed to by the Employer and individual nurse involved. Resident nurses shall not be assigned charge duty, nor shall resident nurses float during the first six (6) months of their employment. A change from resident nurse to staff nurse shall not alter a nurse's benefit accrual.

**5.2 Staff Nurse.** A registered nurse who is responsible for the direct and indirect nursing care of the patient. An experienced registered nurse returning to practice who has recently and satisfactorily completed a nursing refresher course approved by the Employer shall be classified as a staff nurse for starting pay purposes.

**5.3 Charge Nurse.** A nurse who is assigned the responsibility for an organized unit and who functions within a specific written job description. The definition of an "organized unit" shall be defined by the Employer. A charge nurse and relief charge nurse will be assigned to organized units and shifts when determined by the Employer to be appropriate. Charge nurse assignments may be designated or rotated. If designated, such assignments will be posted in accordance with 6.9, Job Openings. Nurses assigned charge responsibilities will have these additional responsibilities considered in their direct patient care assignments. Charge nurses shall be compensated for all hours assigned by the Employer as charge.

**5.4 Preceptor.** A preceptor is an experienced nurse proficient in clinical teaching who is specifically assigned by the Employer the responsibility for planning, organizing and evaluating the new skill development of a nurse, nursing technician, nursing assistant or licensed practical nurse enrolled in a defined program, the parameters of which have been set forth in writing. The preceptor is responsible for the specific, criteria-based, goal-directed education and training of a nurse assigned a preceptor for a specific training period. Nursing management will determine the need for preceptor assignments. The preceptee may be assigned to a precepting team where there is a planned approach for the joint sharing of preceptor responsibilities over a specific training period. There shall be no duplication of preceptor pay for the same hours. The Employer will provide preceptor training. It is understood that staff nurses in the ordinary course of their general professional nursing responsibilities will be expected to participate in the orientation process of new nurses. These orientation responsibilities will include such things as providing informational assistance, support and guidance to new nurses. Nurses assigned preceptor responsibilities will have these additional responsibilities considered in their direct patient care assignments.

**5.5 Full-time Nurse.** A nurse who works on a regularly scheduled basis at least forty (40) hours per week or eighty (80) hours in any fourteen (14) day period and who has successfully completed the required probationary period.

**5.6 Part-time Nurse.** A nurse who is regularly scheduled to work on a continuing basis less than forty (40) hours per week, or less than eighty (80) hours within a fourteen day period and who has successfully completed the required probationary period.

**5.7 Per Diem Nurse.** A nurse classified as such on the Employer's personnel records who is hired to work on an intermittent basis or during any period when additional work of any nature requires a temporarily augmented work force, or in the event of an emergency or employee absenteeism. Per diem nurses shall be paid in accordance with the wage rates set forth in Article 10 of this Agreement plus a fifteen percent (15%) wage differential as set forth in Section 10.4. Per diem nurses shall receive longevity steps and shall be eligible for standby, callback, shift differentials, weekend premium pay, certification pay and continuing education and professional development expenses. Seniority shall accrue based upon all hours worked but shall not be applicable during employment as a per diem nurse. After return to or upon acquiring full-time or part-time status, any prior benefit accruals shall be reinstated for benefit eligibility purposes. Per diem nurses may be pre-scheduled for a shift, but only after regularly scheduled nurses assigned to that unit have had the opportunity to sign up for additional (non-overtime) shift(s). Per diem nurses will not be regularly utilized in lieu of filling or creating regular full-time and/or part-time positions. In the event of low census, per diem nurses will be cancelled in accordance with Section 8.12.

**5.8 Probationary Nurse.** A nurse who has been hired by the Employer on a full-time or part-time basis and who has been continuously employed by the Employer for less than ninety (90) calendar days. After ninety (90) calendar days of continuous employment, the nurse shall attain regular status unless specifically advised by the Employer in writing of an extended probationary period up to an additional ninety (90) days. Any extension of the probationary period will not adversely impact the accrual or eligibility for benefits. Resident and per-diem nurses shall be subject to a six (6) month probationary period. During the probationary period, a nurse may be terminated without notice and without recourse to the grievance procedure.

**5.9 Regular Rate of Pay.** The regular rate of pay shall be defined to include the nurse's hourly wage rate (10.1), shift differential when the nurse is regularly scheduled to work an evening or night shift (11.1), certification pay (11.8), charge nurse pay when the nurse has a designated charge nurse position (11.4), float pool premium when the nurse is regularly assigned to a float pool cost center/department (11.7) and the fifteen percent (15%) wage premium in lieu of benefits for nurses selecting that optional method of compensation (10.4).

**5.10 Length of Service.** For purposes of this Agreement and the method of computing sick leave, annual leave and seniority, and other conditions of employment, except as otherwise provided for herein, a "month" shall be defined as 173.3 hours of work, and a "year" shall be defined as 2080 hours of work. Low census hours shall count toward the accrual of benefits and seniority. For purposes of computing longevity (wage) steps and annual leave progression steps, a "year" shall be defined as 1664 hours of work or twelve (12) months, whichever comes last. Time paid for but not worked (excluding standby pay) shall be regarded as time worked for purposes of computing wages and benefits. Time worked which is paid on an overtime basis shall count as time worked for purposes of computing wages and benefits not to exceed 2080 hours within any twelve (12) month period.

## ARTICLE 6 - EMPLOYMENT PRACTICES

**6.1 Equal Opportunity.** The Employer and the Union agree that conditions of employment shall be consistent with applicable federal, state and local laws regarding nondiscrimination. The Employer and the Union shall not discriminate against any employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, political ideology, ancestry, or the presence of any sensory mental or physical disability. Allegations of discrimination shall be subject to the grievance and arbitration, provisions of Article 19 of this Agreement.

**6.1.1 Americans with Disabilities Act (ADA).** Where the requirements of the ADA conflict with this Agreement, the ADA shall supersede this Agreement.

**6.1.2** Consistent with Swedish Medical Center's policy on disabled employees, if a new bargaining unit position can be created to accommodate an incumbent nurse's permanent disability, the Union agrees to waive seniority rights for that position. The position will not be posted, and the position will be offered to the disabled nurse.

**6.2 Notice of Resignation.** Nurses shall be required to give at least twenty-one (21) calendar days' written notice of resignation. Failure to give notice shall result in loss of accrued annual leave. Failure to work the notice period, unless approved by the employee's supervisor, shall result in loss of accrued annual leave, with the exception of previously scheduled and approved time off.

**6.2.1 Notice of Termination.** Nurses who have completed the required probationary period shall receive twenty-one (21) calendar days' notice of termination or three (3) weeks pay in lieu thereof, except in cases of discharge for just cause.

**6.3 Discipline and Discharge.** No full-time or part-time nurse shall be disciplined or discharged except for just cause. "Just cause" shall be defined to include the concept of progressive discipline (such as verbal and written reprimands and the possibility of suspension without pay). A copy of all written disciplinary actions shall be given to the nurse. Nurses shall be required to sign the written disciplinary action for the purpose of acknowledging receipt thereof. Progressive discipline shall not be applied when the nature of the offense requires immediate suspension or discharge. A nurse may request the attendance of a Union representative during any investigatory meeting which may lead to disciplinary action.

**6.4 Personnel File.** Personnel records will be maintained by the organization for each nurse. Information retained by the organization will include: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, nurses may inspect their Human Resources records on the next business day (24 hours). Every effort will be made to make all other records available within 72 hours. If records cannot be made available within 72 hours nurses will receive notice of when material will be available and an explanation for the delay. A human resources representative may be in attendance. Documentation regarding employment conditions, such as rate of pay, unit, shift, hours of work, reason for termination, change in employment status, and leaves of absence, shall be maintained. Upon request, a nurse will be given a copy of any material in the nurse's record. A copy fee may be charged. Nurses may respond in writing to any documents contained in their record.

**6.5 Parking.** On-call nurses shall be provided parking within close proximity to the Swedish Medical Center.

**6.6 Travel.** A nurse who in accordance with Swedish Medical Center policy accompanies a patient traveling by ambulance, helicopter, etc., shall be considered to be in the employ of the Swedish Medical Center. The Employer will be responsible for providing and approving travel arrangements for the nurse to and from the Swedish Medical Center.

**6.7 Evaluations.** All nurses will be formally evaluated in writing prior to completion of the probationary period and annually thereafter. Interim evaluations may be conducted as required. The evaluation is a tool for assessing the professional skills of the nurse and for improving and recognizing the nurse's performance. The nurse's participation, including a self-evaluation, is an integral part of the evaluation process. The nurse will be given a copy of the evaluation, if requested. Nurses will be required to sign the evaluation acknowledging receipt thereof. Nurses will be given the opportunity to provide a written response to the evaluation which will be retained with the evaluation in the nurse's personnel file. Peer evaluation in addition to supervisory evaluation may be utilized on a unit-by-unit basis at the discretion of the Employer utilizing input from the nursing staff. Work time will be provided for peer and self-evaluations when the evaluations are required by the Employer.

**6.8 Communication.** Nurses who have concerns about their working conditions are encouraged to raise those concerns through the appropriate levels of supervision. Nurses concerned about safety issues must report them to their supervisor and the Safety Committee utilizing appropriate Swedish Medical Center reporting forms.

**6.9 Job Openings.** Notice of all job openings on a unit will be posted on the affected unit. Internal transfers from within the unit to fill the initial vacancy will take place prior to considering other applicants for the position. Unit postings and housewide postings will each occur for seven (7) days prior to the filling of the position and may be simultaneous.

When a vacant position within the bargaining unit is to be filled, seniority shall be the determining factor in the selection of the applicant, providing skill, competence, ability and prior job performance are considered substantially equal in the opinion of the Employer. The nurse selected for the position will be notified in writing of the selection and the date of transfer. This job application procedure shall only apply to vacant positions or newly created positions the Employer seeks to fill. If the Employer seeks to expand the hours of an existing FTE on a specific shift and unit, the additional hours will be posted internally on the unit and filled by seniority.

**6.10 Employee Transfers.** Nurses shall be required to give at least twenty-one (21) calendar day's written notice of transfer to their current manager. Whenever possible, the effective date of transfer should coincide with the start of a pay period, following the twenty-one (21) day notice period. Nurse transfers will occur at the end of the twenty-one (21) day period, except under exceptional circumstances due to patient care considerations. Some examples of appropriate patient care considerations are that a department will go without enough staff to provide an essential skill set or patients will be diverted. Chronic staffing shortages will not be considered exceptional circumstances. If the transfer is not made in twenty-one (21) days the

nurse will be notified in writing. In any case the transfer will be made within ninety (90) days. Management will consider a variety of solutions, including the use of temporary coverage, to ensure that transfers occur in accordance with this section.

A nurse who accepts a transfer may not apply for another opening for a period of three (3) months from the effective date of the transfer unless approved by the nurse's manager.

**6.10.1 Performance Review Period.** Nurses transferring to a new position will be subject to a sixty (60) day review period. If the nurse does not successfully complete the review period in the opinion of the Employer, the nurse will be assigned a preceptor for an additional thirty (30) days. If after this thirty (30) day period the nurse does not meet performance expectations based on established criteria, the nurse will be returned to the nurse's prior position, if vacant. If the position has been filled, the nurse will be eligible for other available open positions for which the nurse is qualified or shall be released from duty and will be placed on the Recall Roster (8.9) and provided with recall rights.

**6.11 Subcontracting.** There shall be no subcontracting of any bargaining unit work for the life of the contract. This shall not apply to work that is done on an occasional or temporary basis by non-bargaining unit personnel or contractors, existing work that has been customarily and historically subcontracted, to work requiring specialized and unique skills and/or equipment not generally available within the unit and where training cannot reasonably be provided, to overload work (providing such work does not result in a reduction of the FTE status or layoff of any bargaining unit member), and new work that cannot feasibly be performed by bargaining unit employees. This section does not apply to the customary and historical use of agency and travelers for RN and technical work.

## ARTICLE 7 - FLOATING

**7.1 Floating.** The float pools on each campus (7.3) will serve as primary resources for meeting floating needs within a campus. The Multi-Campus Float Pool will serve as primary resources for meeting floating needs between campuses. The Employer retains the right, however, to change the nurse's daily work assignment on a shift by shift basis to meet patient care needs. Provided safe and cost effective staffing alternatives are available, every effort will be made to limit floating assignments to designated work groupings or to areas where the nurse has been cross-trained. Nurses who float will be adequately oriented and have the appropriate basic skills for the units to which they float. Volunteers will be sought first when floating is necessary. Per-diem and Traveling nurses will be floated in rotation along with all other unit based staff. Each unit will decide if permanent charge nurses will float in rotation. This will be decided by secret ballot majority vote. If a nurse on standby is called in and that unit needs to float a nurse, that unit will float a nurse by mutual agreement except in extreme emergencies where a patient would go without care. These extreme emergency situations will be on a staffing exception form to be made available by the Employer, and forwarded to the Unit Based Staffing Co-chairs. The Co-chairs will evaluate whether the matter needs further review, and if so, will bring the matter to the Unit Based Staffing Committee for evaluation and review. For ongoing and unresolved issues, the matter may be forwarded to the Labor Management Committee.

Each affected nurse will receive orientation to the unit and will be assigned a resource person from the unit's permanent staff for clinical guidance as needed. Orientation will be appropriate to the assignment and will be dependent upon the nurse's previous experience and familiarity with the nursing unit and patients to which such nurse is assigned. Floating assignments will be made based on matching the skills of the nurse to her/his assigned unit/patients. If a nurse is floated off the nurse's own unit when there is either (1) another nurse floated in from another unit or (2) an agency nurse or a management nurse working on that unit, these occurrences will be tracked according to the process described above.

Nurses will be expected to perform all basic nursing functions but will not be required to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. If during the floating assignment a nurse is asked to perform a task or procedure for which the nurse does not feel qualified or trained to perform or is otherwise unable to provide the appropriate care for the patient, the nurse should immediately discuss the matter with the charge nurse or manager or if the situation continues, the house supervisor should be paged immediately. Newly hired nurses will not float during the first ninety (90) days of their employment. Resident nurses shall not float during the first six (6) months of their employment.

Nursing managers in consultation with staff nurses regularly assigned to the unit will develop unit specific orientation tools (including but not limited to examples of charting, a map of the unit, unit specific protocols, special procedures and the assignment of a resource person) to be used by staff nurses floated to the unit. It is the responsibility of the charge nurse/resource nurse to assure the tool is given to the nurse floated. The Employer will make a good faith effort not to assign float nurses as charge without mutual consent.

**7.2 Floating Workgroups.** Nurses will be eligible for a \$3.50 per hour float premium for work performed outside their Floating Workgroup. Nurses who work within an identified "Floating Workgroup" will only be eligible for a float premium for work performed outside the working group. The float premium will only be paid for time actually worked. Nurses who volunteer to work in two (2) or more work groups (either by regular schedule, voluntary sign up for shifts, or who hold a shared FTE) will not be eligible for the float premium. The Floating Work Group premium will not be triggered when patients overflow from one work group into another. In the event a nursing unit is merged with a unit in a different work group, the float premium will no longer apply. In the event a unit is temporarily closed for more than seven (7) consecutive days but not merged with another unit, nurses will be eligible for the five dollar (\$5) Float Pool Premium for all hours worked starting on the eighth (8th) day. This will continue until the unit is reopened. When a float pool nurse comes to a unit and the unit based nurse floats to any other unit, the unit based nurse will receive three dollars and fifty cents (\$3.50) per hour.

**7.2.1 Multi-Campus Floating.** If a nurse scheduled (on a posted or published work schedule) to work at one campus volunteers to perform work at a different campus, a premium of three dollars and fifty cents (\$3.50) per hour shall be paid for all hours worked at the other campus. If the employee returns to the original scheduled work site during the shift, this pay premium shall continue to be paid. This premium shall not apply to an employee that works in a position that was designed to cover multiple campuses (see section 7.5). Delays resulting from transportation between

campuses shall not be counted as a dependability occurrence. Parking will be provided to employees floating during a shift to another campus at no additional charge. If an employee incurs an additional parking fee, the Employer will reimburse the employee within two (2) weeks.

**7.2.2** It is not the intention of Swedish Medical Center to regularly use staff from a department on one campus to fulfill staffing needs on another campus, and the use of such assignments on a regular basis shall be minimized.

Nurses will not be floated outside their workgroup and to another campus (both conditions simultaneously) except by mutual agreement. Nurses who float outside of their work group and to another campus will receive a total of \$7.00 per hour. Nothing in this section shall prevent the Employer from responding to emergency situations or urgent patient care needs. Delays resulting from transportation between campuses shall not be counted as a dependability occurrence. Parking will be provided to nurses floating during a shift to another campus at no additional charge. If a nurse incurs an additional parking fee, the nurse will be reimbursed by Swedish Medical Center within two (2) weeks.

**7.2.3 Floating Work Groups.<sup>1/</sup>** As service line leadership evolves and care processes become more standardized, then either the Union or the Employer may request the Work Groups be revised. Any changes will be by mutual consent.

1.	Childbirth Center	Ballard
2.	Women and Infants Center (Antepartum, Labor/Delivery/Post-Partum) Women & Infant's Outpatient Service	First Hill First Hill
3.	NICU Pediatrics Infant Special Care Unit PICU	First Hill First Hill First Hill First Hill
4.	GYN Surgery Surgery Nephrology Dialysis Short Stay	First Hill First Hill First Hill First Hill/Cherry Hill First Hill
5.	Ortho Spine/Neuro	First Hill First Hill
6.	Oncology/HIV	First Hill

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<sup>1/</sup> Floating assignments will be based on matching the skills of the nurse to her/his assigned unit/patients.

	Medical	First Hill
	Medical Respiratory	First Hill
7.	TELE GROUP	
	Tele 3SW	First Hill
	Tele 3E	Cherry Hill
	Tele 4E	Cherry Hill (Limited to CH campus only)
	Interventional Unit	Cherry Hill (Limited to CH campus only)
8.	Ambulatory Infusion Center	Cherry Hill
9.	Neuro	Cherry Hill
	Rehab	Cherry Hill
10.	Med-Surg	Ballard
11.	This group floats to Tele	
	Critical Care	First Hill
	eICU	First Hill
	IMCU (excludes floating to ICU)	
12.	This group floats to Tele without a float premium	
	Critical Care	Cherry Hill
	eICU	Cherry Hill
13.	Addiction Recovery	Ballard
14.	Psych, ECT	Cherry Hill
15.	Cancer Inst.	All Sites including Satellites
	Breast Care Center (including WDIC)	All Sites including Satellites
16.	Pain Clinic	First Hill
17.	This group includes the Pre-Op Transfer Areas on First Hill.	
	Eye PACU	First Hill
	Same Day PACU	First Hill
	Inpatient PACU	First Hill
	Ortho Institute PACU	First Hill
18.	Same Day Surgery Center	Cherry Hill
	Pre-Admit	Cherry Hill
	Pre-Op/Transfer	Cherry Hill
	PACU	Cherry Hill
19.	Emergency Department	Ballard

20.	Emergency Department	First Hill
21.	Emergency Department	Cherry Hill
22.	Emergency Department	Issaquah
23.	This group floats to Transfer Areas on First Hill without a float premium.	
	Same Day Surgery (OR)	First Hill
	Eye Center	First Hill
	CVOR	First Hill
	Inpatient OR	First Hill
	Ortho Institute OR	First Hill
24.	Operating Room	Ballard
	Day Surgery, PACU, Endoscopy/Prescreening	Ballard
25.	Pre Op Transfer	Cherry Hill
	Heart and Vascular Surgery	Cherry Hill
	Neuro/Spine Surgery	Cherry Hill
26.	GI Lab	All Sites
27.	ASC / Ambulatory Care Center	First Hill
	Pre-Admit	First Hill
	Pre-OP/Transfer	First Hill
	PACU (Phase II)	First Hill
	Ortho Institute	First Hill
	Pre-Admit	First Hill
	Pre-OP/Transfer	First Hill
	PACU (Phase II)	First Hill
	Ambulatory Treatment Center	First Hill
28.	This group floats to EP Lab without a float premium.	
	Cath Lab	All Sites
29.	EP Lab	All Sites
30.	Cardiac Rehab	All Sites
31.	Interventional Radiology	Cherry Hill
32.	Interventional Radiology	First Hill

- |     |                 |             |
|-----|-----------------|-------------|
| 33. | Vascular Access | Ballard     |
| 34. | Vascular Access | Cherry Hill |
| 35. | Vascular Access | First Hill  |

**7.3 Float Pools.** <sup>2/</sup> Float pools shall be continued and/or established as follows:

A. First Hill Campus.

1. Critical Care Float Pool. The Critical Care Float Pool will be staffed with nurses who have current adult critical care nursing. This Critical Care Float Pool services the ICU, ED, PACU, telemetry, cath lab, stat team, and other areas as needed. Nurses will be trained to all of these areas. Nurses within the Critical Care Float Pool assigned to the stat team carry a pager and work multiple units.
2. Medical Surgical Float Pool. The Medical Surgical Float Pool will be staffed with nurses with current acute care medical surgical experience. Medical Surgical Float Pool nurses will be chemotherapy certified and EKG trained, where the need exists. Nurses within the Medical Surgical Float Pool may be assigned to the stat team to carry a pager and work multiple units.
3. OB Float Pool. The OB Float Pool will be staffed with nurses with current ante partum, postpartum and labor and delivery experience.
4. Peds Float Pool. The Peds float pool will be staffed with nurses with current PICU, NICU, ISCU and Peds experience.

B. Ballard Campus.

1. The Ballard Float Pool will be staffed with nurses who have current adult critical care nursing or acute care medical surgical experience and are able to float to Med/Surg, Telemetry and other specialty services. Float Pool nurses will be EKG trained.

C. Cherry Hill Campus.

1. Critical Care Float Pool. The Critical Care Float Pool will be staffed with nurses that have current adult critical care nursing. This Critical Care Float Pool may service ICUs, ED, PACU, telemetry, cath lab, Stat team, and other areas as needed. Nurses will be trained to all

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<sup>2</sup> Nurses assigned to the following float pools will not be required to float to another campus. If a nurse volunteers to work at another campus, the nurse will receive the five dollar (\$5) float pool premium plus the multi-campus float premium.

of these areas. Nurses within the Critical Care Float Pool assigned to the Stat team carry a pager and work multiple units.

2. **Medical Surgical Float Pool.** The Medical Surgical Float Pool will be staffed with nurses with current acute care medical surgical experience. Medical Surgical Float Pool nurses will be chemotherapy certified and EKG trained where the need exists. Nurses within the Medical Surgical Float Pool assigned to the Stat team carry a pager and work multiple units.

Each float pool nurse will receive orientation to the physical unit and the nursing care requirements of the patients on that unit and campus. During her/his orientation, the nurse shall be assigned to an RN preceptor from the unit's permanent staff for clinical guidance as needed. Orientation will be appropriate to the assignment and will be dependent upon the nurse's previous experience and familiarity with the nursing unit and patient population. If issues arise resulting from floating between campuses, such matters may be brought to the Labor Management Committee.

**7.4 Multi-Campus Float Pool.** During the term of this Agreement, the Employer will establish a Multi-Campus Float Pool. The Multi-Campus Float Pool will be staffed with nurses who have current inpatient adult critical care nursing, acute care medical/surgical experience or specialty (eg. OR, ED) and will be oriented to departments at all campuses. Nurses in this float pool will be expected to float to all campuses.

An ad hoc committee of float pool nurses, float pool support staff, and management will develop recommendations for the successful implementation of the float pool program, including training and orientation of multi-campus float nurses prior to implementing the Multi-Campus Float Pool. The committee will be co-chaired by a union-appointed staff employee from the float pool and a manager.

Nurses assigned to the Multi-Campus Float Pool shall receive a premium of eight dollars and fifty cents (\$8.50) per hour, which shall be included in the nurses' regular rate of pay.

THE FOLLOWING ARTICLES 7.5, 7.5.1 and 7.5.2 SHALL ONLY APPLY TO THE MEDICAL TELEMETRY UNITS, GI LAB, EP LAB, CATH LAB, CARDIAC REHAB, CANCER INSTITUTE AND DIALYSIS.

**7.5 Inter-Campus Assignment Premium** (within a designated cross campus work group only). If a nurse begins work at one campus and goes to another campus to perform work in the same work group during the same shift, a premium of three dollars and fifty cents (\$3.50) per hour shall be paid for hours worked at the second campus. If the nurse returns to the original work site during the shift, the pay premium shall be continued. The premium shall only apply to the Medical Telemetry Units, GI Lab, EP Lab, Cath Lab, Cardiac Rehab, Cancer Institute and Dialysis. This premium shall not apply to call shifts worked (11.3).

**7.5.1 Inter-Campus Schedule Change Premium.** If a nurse is scheduled (on a posted or published schedule) to work at one campus but is reassigned in advance of his or her shift to perform work on a different campus, a premium of three dollars and fifty cents (\$3.50) per hour shall be paid for all

hours worked at the other campus. If the nurse returns to the original scheduled work site during the shift, this pay premium shall continue to be paid. This premium shall not be paid to nurses that voluntarily initiate a change in campus (e.g., “trades”). This premium shall not apply to call shifts worked (11.3).

**7.5.2 Volunteers.** Swedish agrees that “Inter-Campus Assignments” and “Intercampus Schedule Changes” will be minimized as reasonably possible. When it is necessary to float a nurse to another unit or department or to assign an employee to another campus, the Employer agrees to first seek volunteers from the employees working or scheduled, provided skill, ability and competence are substantially equal in the opinion of the Employer. In the event there are no volunteers, the Employer will rotate floating or reassignments equitably among all employees in the affected job classification on a unit on each shift, starting with the least senior employee first, provided skills, competence, ability and availability are considered substantially equal in the opinion of the Employer. If an individual volunteers to float or to go to another campus that shall be counted for purposes of the rotation list. The rotation list will be restarted January 1 and July 1 of each year, beginning with the least senior employee.

**7.5.3** There shall be no pyramiding of the Inter-Campus Schedule Change Premium and/or the Inter-Campus Assignment Premium. These premiums shall not be paid for any non-productive time such as annual leave or sick leave.

**7.6 New Multi-Campus Units.** In the event the Employer decides to expand the use of cross campus assignments to a department where the practice does not currently exist, the Union will be notified at the earliest opportunity. The Employer will meet with the Union and representatives of staff to address staff concerns and convene a change team. All applicable contractual practices will be followed. In the event a new multi-campus unit is created, all affected employees shall be assigned a home campus pursuant to the contractual procedures identified by the change team, potentially including but not limited to 6.9 Job Openings, and/or 8.4 Unit Mergers.

## ARTICLE 8 – SENIORITY/LAYOFF/LOW CENSUS

**8.1 Seniority Defined.** Seniority is defined as a nurse's continuous length of service as a registered nurse in the bargaining unit based upon hours worked with the Employer from most recent date of hire. Seniority shall not apply to a nurse until completion of the required probationary period. Length of service as an employee of the Swedish Medical Center shall be used to determine annual leave accruals and benefits.

**8.2 Layoff Defined.** A layoff is defined as a permanent or prolonged reduction in the number of nurses employed by the Swedish Medical Center resulting from a need for fewer nurses as determined by the Employer. Prior to implementing the provisions of this section, the Employer will seek volunteers for layoff or voluntary leaves of absence from among those nurses on the units affected by the layoff. Open (vacant) positions requiring comparable skills will not be filled during the period beginning with the notice of layoff

to the date of the layoff. Thirty (30) days' advance notice of layoff (or pay in lieu thereof to the nurse) will be given to the Union and to nurses subject to potential layoff except for unforeseeable conditions preventing such notice which are beyond the Employer's control. Upon request, the parties will meet for the purpose of reviewing the order of layoff. Subject to skill, competence and ability being substantially equal in the opinion of the Employer, agency/traveler nurses and probationary nurses on the affected unit will be the first to be laid off. Any nurse subject to actual layoff as a result of this process shall receive a final layoff notice of ten (10) days (or pay in lieu thereof based on scheduled days of work).

**8.3 Unit Layoff.** If a unit layoff is determined by the Employer to be necessary, nurses will first be designated for layoff on the shift in the unit affected by the reduction with the least senior nurse(s) on the shift being designated for layoff, providing skill, competence and ability to perform the required work is considered substantially equal in the opinion of the Employer. The nurse(s) designated for layoff on that shift may displace the position (FTE) of the least senior nurse(s) on another shift on that unit or the position (FTE) of the least senior nurse in the clinical group, providing the nurse displaced on the other shift or in the clinical group has less seniority. Any nurse subject to layoff will be given the opportunity to select another position from a listing of vacant positions within the Swedish Medical Center or, if eligible, a position from the Low Seniority Roster (8.6), providing the nurse is qualified for the position (8.7) in the opinion of the Employer, or the nurse may elect to terminate with severance pay (8.11).

**8.4 Unit Merger and/or Restructure.** In the event of a merger of two (2) or more units into a single unit or a restructuring of an existing unit, the Employer will determine the number of full-time and part-time FTEs by shift required for the new or restructured unit. Prior to determining the schedule, the Employer will meet with the nurses on the affected unit(s) to receive input on their preferences. Pursuant to 8.2, the Employer will notify the Union at least thirty (30) days prior to a unit merger or restructure. A listing of the FTEs for each shift on the new/restructured unit, including any qualification requirements, shall be posted on the unit(s) for at least ten (10) days. Other vacant positions within the Medical Center will also be posted on the unit(s) at that time. By the end of the posting period, each nurse shall have submitted to the Employer a written list which identifies and ranks the nurse's preferences for all available positions (first to last). Based upon these preference lists, the Employer will assign nurses to positions on the new/restructured unit based upon seniority, providing skill, competence and ability are considered substantially equal in the opinion of the Employer. Nurses who are not assigned a position on the new or restructured unit may take voluntary layoff or select a position from a listing of vacant positions within the Medical Center, may select the position (FTE) of the least senior nurse in the clinical group, providing the nurse displaced in the clinical group has less seniority, or, if eligible, a position from the Low Seniority Roster (8.6), providing the nurse is qualified for the position (8.7) in the opinion of the Employer, or the nurse may elect to terminate with severance pay (8.11).

**8.5 Unit Closure.** If a unit is closed, a listing of vacant positions within the Medical Center and the Low Seniority Roster (8.6) will be posted on the unit for at least ten (10) days. At the end of that ten (10) day period, nurses may take voluntary layoff, or, in the order of their seniority, shall be allowed to select a position from the list of vacant positions, or may select the position (FTE) of the least senior nurse in the clinical group, providing the nurse displaced in the clinical group has less seniority, or, if eligible, a position from the Low Seniority Roster (8.6), providing the nurse is qualified (8.7) in the opinion of the Employer, or the nurse may elect to terminate with severance pay (8.11).

**8.6 Low Seniority Roster.** The "Low Seniority Roster" shall be a listing of nurses most recently hired into regular full-time or part-time positions by the Medical Center. The listing shall include campus, unit, department, outpatient clinic, or service, employment status (FTE) and shift. Any nurse identified for layoff whose name already appears on the Low Seniority Roster, and any nurse on the Low Seniority Roster whose position has been assumed as a result of the selection process specified above, shall be subject to layoff. The size of the Low Seniority Roster shall be specified prior to the bidding process with positions on the roster remaining fixed. The Low Seniority Roster will be posted house wide. The Low Seniority Roster shall be a listing of the most recently hired employees in the bargaining unit consisting of a number equal to the number of positions (i.e. employees) to be laid off plus fifty (50) of the most recently hired nurses.

**8.6.1** The Low Seniority Roster is intended to provide eligible nurses with alternative employment opportunities in lieu of layoff, provided that the number of nurses to be oriented on any one work unit or shift at any given time is limited so as to not compromise total patient care. If there is a need to restrict the number of Low Seniority Roster nurses within a shift or work unit whose positions may be assumed so as not to compromise patient care, the Employer, prior to making a final determination, will meet with the Union in a good faith effort to reach agreement on the need for such a restriction. If there are any restrictions placed on the number of Low Seniority Roster employees within a particular work unit or shift, whose position is subject to being assumed, the Low Seniority Roster will be adjusted in order to provide the contractually required number of employees.

**8.7 Orientation.** A nurse will be considered eligible for a vacant position or to select a position from the Low Seniority Roster, if in the Employer's opinion, the nurse can become oriented/trained to the vacant position or a position from the Low Seniority Roster within four weeks. If the nurse has not achieved a satisfactory level of performance in the judgment of the Employer based upon established criteria within four (4) weeks, the nurse will be subject to layoff. During a layoff, if a nurse has previously floated to a unit and has taken a full patient assignment, the nurse will be considered qualified for orientation/training under this section.

**8.8 Rosters.** If a layoff is announced, a current seniority roster will be available at the Human Resources Department with a copy immediately provided to the Union, together with the Low Seniority Roster (8.6) and a listing of any vacant positions. The listing shall include campus, unit, department, outpatient clinic or service, employment status (FTE) and shift.

**8.9 Recall.** Nurses on layoff status shall be placed on a reinstatement roster for a period of eighteen (18) months from the date of layoff. When vacancies occur, nurses will be reinstated in the inverse order of seniority providing skill, competence and ability are considered substantially equal in the opinion of the Employer. Any recall of nurses out of seniority will be communicated to the Union at the time of the recall. Acceptance of per diem work while on layoff will not affect an employee's recall rights. Nurses not on layoff assigned to a specific unit will be given preference for transfer to an increased FTE on the same shift or to another shift on that unit over all other nurses on layoff except more senior nurses returning from layoff status to their previous unit. Subject to the above qualifications, a nurse on layoff shall be offered

reinstatement to vacant positions on the employee's former unit prior to any nurses being newly hired or any housewide transfers to that unit after any appropriate internal transfers have occurred.

**8.9.1 Notification to Employer.** Nurses on layoff must submit to the Employer a written statement expressing a continuing interest in employment with the Swedish Medical Center. These statements must be sent by certified mail to the Employer's Human Resources Department during the ten (10) day period following six (6) months, nine (9), twelve (12) and fifteen (15) months of layoff, respectively. If the nurse fails to meet this notification requirement by the specified dates, or if the nurse fails to keep the Employer notified of a current mailing address and home telephone number, the nurse's name shall be eliminated from the recall list and the Employer's recall commitments shall terminate.

**8.10 Termination.** Seniority shall terminate upon cessation of the employment relationship; for example, discharge, resignation, retirement, refusal to accept a comparable job opening (same clinical group, FTE and shift) offered by the Employer while on layoff, after eighteen (18) consecutive months of layoff, or failure to comply with specified recall procedures.

**8.11 Severance Pay.** Upon completion of the probationary period, any full-time or part-time nurse subject to layoff may elect to voluntarily terminate employment with the Swedish Medical Center and receive severance pay as set forth below. Any nurse electing this option shall not have recall rights (8.9).

Severance Pay	Years of Service (see 5.10)
2 weeks of pay	less than 2 years
3 weeks of pay	2 - 4 years
4 weeks of pay	5 - 9 years
5 weeks of pay	10 - 14 years
6 weeks of pay	15 - 19 years
8 weeks of pay	20+ years

Part-time nurses are eligible for severance pay prorated to the nurse's FTE. The severance payment will be paid to the nurse in a lump sum on the nurse's last paycheck.

**8.12 Low Census.** Low census is defined as a decline in patient care requirements resulting in a temporary staff decrease. During temporary periods of low census, the Employer will first ask for volunteers to take time off before determining and implementing the reduced staffing schedule required. In the event there are no volunteers, the Employer will endeavor to rotate low census equitably among all nurses on a unit on each shift (on each campus) starting with the least senior nurse first, providing skills, competence, ability and availability are considered substantially equal in the opinion of the Employer. If an individual volunteers to take a low census day off, that day off shall be counted for purposes of the rotation list. The rotation list will be restarted January 1 and July 1 of each year, beginning with the least senior nurse. Subject to skill, competency and ability, agency nurses and per diem nurses on the unit subject to low census shall be released from work prior to implementing mandatory low census. A traveling nurse who is

employed on a contract basis for a defined period of weeks shall participate in the rotation of low census with other full-time and part-time employees.

**8.12.1 Low Census Standby.** If a low census day is offered and it is uncertain whether the nurse will be needed for part of the shift, a nurse who agrees to be on standby will be paid standby pay. If a nurse has been notified of low census but will be needed and agrees to a later start time on that shift, the nurse will not receive standby pay. If the nurse chooses not to take off a portion of the scheduled shift, the option will be offered to other staff.

**8.12.2 Low Census Fund.** Where mandatory low census (as opposed to voluntary low census) hours are required, the Employer will assign other nursing related duties, skill development or cross training consistent with organizational and patient care needs as determined by the Employer, up to a maximum of 8000 hours (1000 shifts) per calendar year. Where low census hours exceed 8000 hours on a Swedish Medical Center-wide basis within a calendar year, then nurses will be released from work due to low census conditions, as provided for in Section 8.12. The Low Census Fund is utilized for non-patient care projects but may involve some patient contact. The Employer will determine appropriate projects and will assign these projects to the staff. Projects appropriate for staff utilizing the Low Census Fund may include, but are not limited to:

- Skill development/cross training

- Patient chart audits

- Non-mandatory, continuing education modules

- Department specific projects such as:

  - re-ordering supplies

  - organizing equipment rooms

  - assisting other departments in auditing, organizing follow-up calls to patients.

If, during the course of a shift, the needed staffing hours increase on a unit as determined by the Charge RN, the Charge RN will notify the Nursing Supervisor and the remaining hours of the RN's shift will be charged to the unit budget rather than to the Low Census Fund. The Low Census Fund shall not be available to nurses during that period of time that the Employer is subject to a ten (10) day strike notice, as provided for by Section 8(g) of the Labor Management Relations Act, 1947, as amended.

**8.12.3 Additional Hours.** Nurses desiring additional hours should notify the Employer in writing, identifying their specific availability. Management will first attempt to offer additional scheduled hours in the assigned unit to those nurses who have made the request who have lost hours due to low census during their current or prior posted work schedule.

## **ARTICLE 9 - HOURS OF WORK AND OVERTIME**

**9.1 Work Day/Work Period.** The normal work day shall consist of eight (8) hours' work to be completed within eight and one-half (8 1/2) consecutive hours. The normal work period shall consist of

forty (40) hours of work within a seven (7) day period or eighty (80) hours of work within a fourteen (14) day period.

**9.2 Flexible Work Schedules.** A flexible schedule is defined as a work schedule that requires a change, modification or waiver of certain provisions of this Agreement. Flexible work schedules may be established in writing by mutual agreement between the Swedish Medical Center and the nurse involved. See Addendum's for specific work schedules. Prior to the implementation of a new flexible work schedule, the Employer and the Union will review and determine conditions of employment relating to that new work schedule. Where flexible work schedules are utilized, the Employer retains the right to revert back to an eight (8) hour per day schedule or a flexible schedule recognized by this Agreement after at least thirty (30) days' advance notice to the nurse, or pay in lieu of notice.

**9.3 Work Schedules.** The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. Monthly work schedules shall be posted ten (10) days prior to the beginning of the scheduled work period. Except for emergency conditions involving patient care and low census conditions, individual scheduled hours of work set forth on the posted work schedules may be changed only by mutual consent.

**9.4 Overtime.** Overtime shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay (5.9) for time worked beyond the normal full-time work day or normal full-time work period. All additional overtime hours after twelve (12) consecutive hours of work within the twenty-four (24) hour period shall be paid at the rate of double (2x) the nurse's regular rate of pay. Time paid for but not worked shall not count as time worked for purposes of computing overtime pay. All overtime must be approved by supervision. The Employer and the Union agree that overtime should be minimized. If in the Employer's opinion overtime is necessary, volunteers will be sought first and if there are insufficient volunteers, reasonable overtime may be assigned equitably. Overtime shall be computed to the nearest quarter hour. There shall be no pyramiding or duplication of overtime pay or premium pay paid at the rate of time and one-half (1 1/2) or double time (2x). When a nurse is eligible for both time and one-half (1 1/2) and double time (2x) pay, the nurse shall receive the higher of the two pay rates. The double time provisions of this section shall not apply to time spent for educational purposes (CE days, education leave, educational offerings, etc.).

**9.4.1 Work in Advance of Shift.** A nurse who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift for the purpose of avoiding overtime pay unless there is mutual consent.

**9.4.2 Work on Day Off.** Full-time nurses who work on their regularly scheduled day off shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for the hours worked. Part-time nurses who work on a day not regularly scheduled shall be paid at the applicable rate of pay.

**9.5 Meal/Rest Periods.** Meal periods and rest periods shall be administered in accordance with state law (WAC 296-126-092). Nurses shall be allowed an unpaid meal period of one-half (1/2) hour. Nurses required by the Employer to remain on duty or in the Medical Center during their meal period shall be

compensated for such time at the appropriate rate of pay. All nurses shall be allowed a rest period of fifteen (15) minutes on the Employer's time, for each four (4) hours of working time.

**9.6 Report For Work.** Nurses who report for work as scheduled, including mandatory meetings or training (unless otherwise notified in advance), and are released from duty by the Employer because of low census or meeting cancellation, shall receive four (4) hours work or four (4) hours pay at the regular rate of pay or their scheduled shift pay, whichever is less. This commitment shall not apply when the Employer has made a good faith effort to notify the employee in advance of shift cancellation at least one (1) hour in advance of the scheduled day shift or one and one-half (1 1/2) hours in advance of the scheduled evening or night shift. It shall be the responsibility of the nurse to notify the Swedish Medical Center of the employee's current address and telephone number. This section shall not apply to optional continuing education, committee meetings, staff meetings or to time spent on standby, or callback assignments

**9.7 Weekends.** The Swedish Medical Center will make a good faith effort to schedule all regular full-time and part-time nurses for every other weekend off. In the event a full-time or part-time nurse works two successive weekends, all time worked on the second weekend shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay. The third regularly scheduled weekend shall be at the nurse's regular rate of pay. This section shall not apply to per diem employees. Every other weekend off cycles (i.e., first and third or second and fourth) may be altered at the discretion of Nursing Administration subject to the notification requirements set forth in Section 9.3. Subject to management approval, nurses may request to trade weekends providing the schedule does not place the Employer into a premium pay or overtime position. Premium pay provided for in this section shall not apply to nurses who voluntarily agree to more frequent weekend duty, to work every weekend, or to nurses filling more than one (1) position. To cover the weekends normally worked during vacations and holidays, nursing managers will first utilize nurses desiring extra weekend work by seeking coverage from volunteers on the unit, from part-time staff, from per diems or by seeking coverage from the staffing offices. Only if the Employer is unable to find voluntary weekend coverage will the Employer schedule nurses to temporarily alter weekends or work extra weekend shifts to provide vacation and holiday coverage. Nurses with temporarily altered schedules will be advised subject to the notification requirements set forth in Section 9.3. The availability of weekend work shall be determined by the Employer. The weekend shall be defined for day and evening personnel as both Saturday and Sunday; for night personnel, the weekend shall be both Friday and Saturday night. Premium pay provided for in this section shall not apply to time spent for educational purposes.

**9.8 Rest Between Shifts.** In scheduling work assignments, the Employer will make a good faith effort to provide each nurse with at least twelve (12) hours off duty between shifts. If a nurse is required to work with less than twelve (12) hours off duty between shifts, all time worked within this twelve (12) hour period shall be paid at time and one-half (1 1/2). This section shall not apply to continuing education, committee meetings, staff meetings or to time spent on standby and callback assignments performed pursuant to Article 11. If attendance at a staff meeting or in-service is required and there are no other options, with prior approval, the staff meeting or in-service will be considered time worked for purposes of this section.

**9.9 Shift Rotation.** A good faith effort will be made to limit shift rotation. Except for emergent situations, leaves, vacancies, or where minimal staff are on a shift and rotation is needed to provide vacation coverage, shift rotation will not be utilized without mutual consent. Where shift rotation is required,

volunteers will be sought first. If no one volunteers, the Employer will rotate shifts starting with the least senior nurse provided skills and needs are matched. The Employer will endeavor not to rotate shifts for any nurses with fifteen (15) or more years of service with the Employer.

**9.10 Change in FTE Status.** If a reduction in FTE is determined by the Employer to be necessary, the least senior nurse(s) on the shift on that unit will receive the FTE reduction. The Employer will first seek volunteers from the unit and shift to accomplish these changes. Any nurse subject to an involuntary reduction in their FTE will be given preference up to their prior position (FTE) if the Employer seeks to expand the hours of an existing FTE on the nurse's unit and shift. Any nurse subject to an involuntary reduction in their FTE of greater than a .2 FTE, or an involuntary reduction resulting in a loss of employee or dependent medical insurance coverage will be placed on the Recall Roster (8.9).

## ARTICLE 10 – COMPENSATION

**10.1 Wage Rates.** Nurses covered by this Agreement shall be paid in accordance with the following hourly wage schedule effective:

		Effective July 1, 2008	Effective January 1, 2009	Effective July 1, 2009	Effective January 1, 2010	Effective July 1, 2010	Effective January 1, 2011
Step 1	Less Than 1 year (Base)	24.76	25.01	25.66	25.92	26.70	26.97
Upon Completion of:							
Step 2	1 year	25.79	26.05	26.73	27.00	27.81	28.09
Step 3	2 years	26.86	27.13	27.84	28.12	28.96	29.25
Step 4	3 years	27.88	28.16	28.89	29.18	30.06	30.36
Step 5	4 years	28.99	29.28	30.04	30.34	31.25	31.56
Step 6	5 years	30.06	30.36	31.15	31.46	32.40	32.72
Step 7	6 years	31.19	31.50	32.32	32.64	33.62	33.96
Step 8	7 years	32.27	32.59	33.44	33.77	34.78	35.13
Step 9	8 years	33.36	33.69	34.57	34.92	35.97	36.33
Step 10	9 years	34.42	34.76	35.66	36.02	37.10	37.47
Step 11	10 years	35.56	35.92	36.85	37.22	38.34	38.72
Step 12	11 years	36.08	36.44	37.39	37.76	38.89	39.28
Step 13	12 years	36.59	36.96	37.92	38.30	39.45	39.84
Step 14	13 years	37.35	37.72	38.70	39.09	40.26	40.66
Step 15	14 years	38.03	38.41	39.41	39.80	40.99	41.40
Step 16	15 years	38.79	39.18	40.20	40.60	41.82	42.24
Step 17	16 years	39.37	39.76	40.79	41.20	42.44	42.86

Step 18	17 years	39.94	40.34	41.39	41.80	43.05	43.48
Step 19	18 years	40.53	40.94	42.00	42.42	43.69	44.13
Step 20	19 years	41.12	41.53	42.61	43.04	44.33	44.77
Step 21	20 years	41.56	41.98	43.07	43.50	44.81	45.26
Step 22	21 years	42.00	42.42	43.52	43.96	45.28	45.73
Step 23	22 years	42.64	43.07	44.19	44.63	45.97	46.43
Step 24	23 years	42.64	43.07	44.19	44.63	45.97	46.43
Step 25	24 years	42.64	43.07	44.19	44.63	45.97	46.43
Step 26	25 years	44.07	44.51	45.67	46.13	47.51	47.99
Step 27	26 years	44.07	44.51	45.67	46.13	47.51	47.99
Step 28	27 years	44.07	44.51	45.67	46.13	47.51	47.99
Step 29	28 years	45.53	45.99	47.19	47.66	49.09	49.58
Step 30*	29 years*	-----	-----	48.61*	49.10	50.57	51.08
* Effective July 1, 2009 – New Step 30 (year-level 29) established.							

**10.2 Compensation Increases.** Longevity steps (an employee’s individual step increase) set forth in this Agreement shall become effective at the beginning of the first full payroll period after the employee works (is paid) at least 1664 hours or twelve (12) months, whichever happens last. Wage scale increases and increases in other forms of compensation shall become effective at the beginning of the pay period closest to the date designated by the contract.

**10.3 Recognition for Past Experience.** All nurses hired during the term of this Agreement shall be given full credit for continuous recent nursing experience when placed on the wage scale. For purposes of this section, continuous recent nursing experience shall be defined as experience in an accredited hospital, ambulatory care setting, home health agency or equivalent health care experience (including temporary employment with an employer, without a break in nursing experience which would reduce the level of nursing skills in the opinion of the Employer).

**10.3.1 Prior LPN Experience.** Nurses hired during the term of this Agreement shall be credited with prior applicable clinical LPN experience based on one (1) year of experience on the registered nurse wage schedule for each two (2) full years of prior Licensed Practical Nurse experience. Applicable clinical LPN experience shall be defined as continuous recent experience in an accredited hospital, ambulatory care setting, home health agency, skilled nursing facility, or equivalent health care experience without a break in nursing experience which would reduce the level of licensed practical nursing skills in the opinion of the Employer.

**10.4 Wage Premium in Lieu of Benefits.** In lieu of all benefits provided for in this Agreement except for shift differential pay, callback pay, standby pay, weekend premium (11.6), charge pay, preceptor pay, certification pay, continuing education and professional development expenses, longevity steps, and retirement benefits if eligible, full-time and part-time nurses may elect a fifteen percent (15%) wage

premium. This election must occur within the first ten (10) days of employment or annually on dates designated in advance by the Employer, providing the nurse presents the Employer with written evidence that the nurse is covered by health insurance elsewhere, and providing the application for enrollment is approved by the insurance carrier. Nurses will be given advance notice of enrollment dates. After the decision to receive either wages plus benefits or wages plus premium pay in lieu of benefits has been made by the nurse, no change in that compensation status will be allowed except as provided herein.

## **ARTICLE 11 - OTHER COMPENSATION**

**11.1 Shift Differential.** Unless otherwise provided in this section, nurses assigned to work the second shift (3-11:30 p.m.) shall be paid a shift differential of two dollars and seventy-five cents (\$2.75) per hour over the hourly contract rates of pay. Nurses assigned to work the third shift (11 p.m. - 7:30 a.m.) shall be paid a shift differential of three dollars and seventy-five cents (\$3.75) per hour over the hourly contract rates of pay. Nurses shall be paid shift differential for those hours worked on a second or third shift if four (4) or more hours are worked on the designated shift.

**11.2 Standby Pay.** Nurses placed on standby status off Swedish Medical Center premises shall be compensated at the rate of four dollars and twenty-five cents (\$4.25) per hour. A nurse shall receive five dollars and fifty cents (\$5.50) per hour for all standby hours over fifty (50) standby hours per pay period. Standby duty shall not be counted as hours worked for purposes of accruing longevity steps or benefits. Nurses on standby shall be provided with signal devices for the time the nurse is on standby. Nurses who are on low census shall not be required to be on standby for that low census shift. Effective July 1, 2009, a nurse shall receive six dollars (\$6.00) per hour, and on July 1, 2010, six dollars and twenty-five cents (\$6.25) per hour, for all standby hours in excess of fifty (50) standby hours per pay period.

**11.3 Callback Pay.** Any nurse on standby who is called to work shall be compensated at the rate of time and one-half (1 1/2) the regular rate of pay. Callback pay shall be paid in addition to any standby pay. If a nurse has been released from duty and is called back, the nurse shall receive time and one-half (1 1/2) for a minimum of three (3) hours. The three (3) hour guarantee shall not apply more than once during the same three (3) hours of time. Travel time to and from the Swedish Medical Center shall not be considered time worked. When an employee on standby is called to work in advance of the scheduled shift and continues working during the scheduled shift, the minimum callback hours shall not apply however, all hours worked prior to the scheduled shift shall be paid at time and one-half (1 1/2) the regular rate of pay. Work performed during the scheduled shift shall be paid at the regular straight time rate of pay, except for employees who are placed on stand-by during a regular scheduled shift as a result of low census.

**11.3.1 Callback Relief.** Subject to patient care considerations, the Employer will make a good faith effort to provide relief for an employee who requests the immediate next scheduled shift off, or a change in the employee's start time or end time for the immediate next scheduled shift, when the employee has been working on call within 8 hours of the start of his or her next scheduled shift. To be considered, the employee must notify the Employer no later than one and one-half (1 1/2) hours in advance of the employee's scheduled shift if making such a request. At the employee's request, an

annual leave day or sick leave can be used. This schedule adjustment will not count as an occurrence per the Employer's Dependability Policy.

**11.3.2 Callback Guidelines.** Stand-by time shall not be used to avoid filling vacant positions. The Swedish Medical Center will schedule procedures in the best interests of the patient and will make a good faith effort to schedule such patient procedures so that call back is not required.

Each affected unit or department with mandatory call will establish a Call Staffing Committee with a Management co-chair and a Union appointed staff co-chair. The committee shall have an equal number of representatives from management and physicians, and staff from the unit. The committee shall:

- Develop utilization guidelines specific to the type of unit and unit's patient population that will include urgent/emergent definitions.
- Discuss methods by which staff and physicians can be held accountable for meeting the expectations developed by the committee.
- Participate in a regular review of the call cases in relation to the developed utilization guidelines. The schedule for these review meetings will be developed by the Unit Based Call Staffing Committee.
- Serve as the units committee to resolve any other issues relevant to stand-by.

**11.3.3 Stand-By Hours.** In order to recruit and retain employees who take call as part of their jobs, there shall be established in each department a maximum number of mandatory scheduled stand-by hours per employee. If the maximum number of mandatory scheduled stand-by hours per employee is exceeded then 11.3.3 (b) below will be triggered. The maximum number of scheduled stand-by hours per employee that will trigger 11.3.3 (b) will be 132 hours per month unless the Call Staffing Committee exempts the department from the maximum by consensus. Employees are permitted to trade, volunteer or sign up for a greater number of stand-by hours voluntarily, but to a safe and reasonable level as determined by the manager.

a. The maximum mandatory scheduled stand-by will be implemented within 90 days of ratification of the contract.

b. When the total average stand-by per group of employees (who have an expectation to share in the unit's collective stand-by) hit the mandatory maximum number of stand-by hours, the Call Staffing Committee will be called to a meeting to determine a course of action to lower the stand-by hours. Management, with the committee, will make every effort to immediately lower the overall mandatory stand-by hours per employee. The committee will continue to meet to determine a course of action to lower the stand-by hours long term. If, after 30 days, the mandatory scheduled stand-by hours remain over the established mandatory maximum, the next level of management for the department will participate in the committee's work to facilitate a course of action to lower the standby hours.

**NOTE: LOW CENSUS** – An employee that is on stand-by that is called back, can be released and put back

on stand-by due to low census prior to seeking volunteers. The reason is that an employee called back is not on a regular scheduled shift.

**11.4 Charge Nurse Pay.** Any nurse assigned by the Employer as a Charge Nurse shall receive a premium of two dollars and twenty-five cents (\$2.25) per hour. A nurse shall be compensated for all hours assigned by the Employer as a Charge Nurse.

**11.5 Preceptor Pay.** Any nurse assigned by the Employer as a Preceptor shall receive a premium of one dollar and twenty-five cents (\$1.25) per hour. Nurses assigned to preceptor students will be eligible for preceptor pay provided the instructor is not on site.

**11.6 Weekend Premium Pay.** Any nurse who works on a weekend shall receive four dollars (\$4.00) per hour premium pay for each hour worked on the weekend in addition to the nurse's regular rate of pay. Weekend premium pay shall not be included in the nurse's regular rate of pay for overtime pay calculations, unless required by the Fair Labor Standards Act. The weekend shall be defined as all hours between 11:00 p.m. Friday and 11:00 p.m. Sunday. Premium pay provided for in this section shall not apply to time spent for educational purposes.

**11.7 Float Pool Premium.** Nurses assigned to the Float Pools (7.3) shall receive a premium of five dollars (\$5) per hour.

**11.8 Certification Pay.** Nurses certified in a specialty area by a national organization and working in that area of certification shall be paid a premium of one dollar (\$1.00) per hour, provided the particular certification has been approved by the Vice President of Patient Care, or designee, and further provided that the nurse continues to meet all educational and other requirements to keep the certification current and in good standing. A certified nurse is eligible for only one certification premium, regardless of other certifications the nurse may have. Certified nurses will notify their respective Director/Manager in writing at the time certification is received, providing a copy of the original certification document. Certification pay will be effective the first full pay period after the date documentation is received by the Director/Manager.

**11.9 Change in Classification.** A change in classification shall not alter a nurse's accrued seniority for purposes of accrual of benefits or placement in the wage schedule.

## ARTICLE 12 - ANNUAL LEAVE

**12.1 Accrual.** Full-time and part-time nurses shall receive annual leave benefits based upon hours of work in accordance with the following schedule:

Upon Completion of: (2080 hours = 1 year)	Annual Leave
0 - 3 years	18 days (144 hours)

4 years, 5 years	26 days (208 hours)
6 years, 7 years	27 days (216 hours)
8 years, 9 years	28 days (224 hours)
10 years, 11 years	29 days (232 hours)
12 or more years	31 days (248 hours)

Per diem nurses and part-time nurses who have selected the wage premium in lieu of benefits option (Section 10.4) shall not be eligible for annual leave.

**12.2 Scheduling.** Annual leave shall begin accruing the first day of employment. Annual leave may be used as it accrues. Approved annual leave shall not be affected by later requests from other nurses for time off unless mutually agreeable. The Employer shall have the right to schedule annual leave in such a way as will least interfere with patient care and work load requirements of the Swedish Medical Center. When approved by supervision, partial days may be granted.

**12.2.1 Annual Leave/Prime Time.** Prime time will be defined from June 1 through September 15 of each year. Requests for prime time vacation submitted by February 15 for the current calendar year will be approved on a seniority basis if there are no conflicting requests. In the event there are conflicting requests, then the same vacation period may not be granted to the same person annually so that equitable access exists in obtaining vacation time. The annual leave schedule will be posted by each March 15. This is the posting of annual leave time only; the actual work schedule for this period will be posted in accordance with section 9.3.

Requests for prime time submitted after February 15 will be granted on a first come first serve basis after the annual leave schedule is posted on March 15. Nurses will be notified in writing within three (3) weeks after the request is submitted as to whether the annual leave is approved. When developing the vacation schedule, no more than three (3) calendar weeks of annual leave will be granted during prime time. Thereafter, additional annual leave may be granted.

**12.2.2 Annual Leave/Non-Prime Time.** Annual leave during non-prime time for that calendar year or the first quarter of the next calendar year will be granted on a first come first serve basis. In the case of conflicting requests by nurses for annual leave, all annual leave requests will be considered on the basis of the date the request was submitted and seniority. Nurses shall present written requests for annual leave as far in advance as is possible, but not less than two (2) weeks before the work schedule is posted. Nurses will be notified in writing within three (3) weeks after the request is submitted as to whether the annual leave is approved.

**12.2.3 Annual Leave/Holiday.** Holiday annual leave will be defined from November 15 to January 2 of each year. Requests for holiday leave submitted by October 1 will be approved on a seniority basis if there are no conflicting requests. If there are conflicting requests, then the same vacation period may not be granted to the same person annually so that equitable access exists in obtaining vacation time. The holiday schedule will be posted by October 15. Annual leave granted during holidays shall be in conjunction with the holiday rotation. Adequate core staffing will be maintained.

**12.3 Loss of Annual Leave.** Annual leave accrues each pay period based on the number of hours worked in that pay period, not to exceed 2080 paid hours in a calendar year. The accruals accumulate if not used to a maximum of two times (2x) the annual accrual depending upon years of service. Employees may not accumulate annual leave beyond two times (2x) their respective annual accrual. Annual leave not accrued because of the accumulation cap cannot be made up. Once hours have been used to bring the employee's accrued balance under the cap, accruals resume up to the proscribed limit.

**12.4 Cash Out.** Eligible employees may choose to cash out forty (40) hours of annual leave once in a calendar year if there will be a minimum of one hundred (100) hours left in the employee's account after the cash out has been made. If an eligible employee reduces their FTE to per diem or premium in lieu status (10.4), all accrued hours for which the nurse is eligible will be paid to the employee at the time of the status change.

**12.5 Work on Holidays.** Any nurse who works on the following holidays, New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of one and one-half (1 1/2) times the nurse's regular rate of pay for all hours worked on the holiday. For purposes of this Agreement, the holiday shall begin at 11:00 p.m. on the day preceding the holiday and end at 11:30 p.m. on the day of the holiday.

**12.5.1 Pay for Time Off on Holiday.** Eligible employees receive annual leave pay for scheduled time off for each of the observed holidays. Annual leave will be paid in relationship to the assigned FTE.

Employees that do not have sufficient hours in their annual leave balance will be paid the balance of their hours (not to exceed one (1) full day at their FTE level) or no annual leave payment.

Employees that work in departments that close or substantially reduce their staffing on holidays will automatically be paid annual leave if they are normally scheduled, do not work, and have sufficient annual leave hours accrued.

Nurses working in units or departments that close or substantially decrease staffing on holidays will not be required to use more than one (1) annual leave day in conjunction with the closure during that holiday period.

**12.6 Rotation of Holiday Work.** Holiday work shall be rotated by the Employer to the extent possible.

**12.7 Payment on Termination.** After completion of one (1) year of employment, nurses shall be paid upon termination of employment for all annual leave earned; provided, however, this provision shall not apply to those nurses who terminate their employment without giving the required twenty-one (21) days' prior written notice, or to those nurses who are discharged for cause.

**12.8 Pay Rate.** Annual leave pay shall be paid at the nurse's regular rate of pay.

**12.9 Low Census.** If an eligible employee is placed in a low census status and is placed on standby, the employee may elect to use annual leave to augment the difference in time that would have been worked and paid if not in a low census status, not to exceed his/her budgeted FTE.

## ARTICLE 13 - SICK LEAVE

**13.1 Sick Leave Accrual.** Full-time and part-time nurses shall accumulate sick leave (wage continuation insurance) at the rate of .04616 hours for each hour worked. The maximum accumulation of sick leave shall be limited to 800 hours per nurse.

**13.2 Compensation.** If a full-time or part-time nurse is absent from work due to illness or injury, the Employer shall pay the nurse sick leave pay for each day of absence to the extent of the illness or injury or to the amount of the nurse's unused sick leave accumulation, whichever is less. Sick leave may be used for the illness or injury of a dependent child. A nurse shall not be eligible for paid sick leave during the first ninety (90) days of employment.

**13.3 Notification.** Nurses working the first (day) shift shall notify the Employer at least one and one-half (1 1/2) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. Nurses working the second (evening) and third (night) shift shall notify the Employer at least three (3) hours in advance of the nurse's scheduled shift if the nurse is unable to report for duty as scheduled. The nurse must notify the Employer each day of absence if the nurse is unable to work unless prior arrangements have been made with supervision. Failure to comply with the above specified notification requirements may result in loss of paid sick leave for that day. Payroll checks shall reflect the number of sick leave hours available.

**13.4 Proof of Illness.** Prior to payment for sick leave, reasonable proof of illness may be required. Proven abuse of sick leave may be grounds for discharge.

## ARTICLE 14 - MEDICAL AND INSURANCE BENEFITS

**14.1 Health Insurance.** Beginning the first of the month following the employee's date of hire, all full-time and all part-time employees regularly scheduled to work twenty (20) or more hours per week (.5 FTE) shall be included under and covered by the Employer's Flexible Benefits insurance plan providing medical, surgical, hospital and dental insurance benefits with the employee's premium paid by the Employer.

**14.1.1 Dependent Medical Insurance -Flexible Credit.** Employees regularly assigned and designated a .9 or 1.0 FTE status, with covered dependents (including a domestic partner), will receive a flexible credit for dependent medical insurance coverage. Effective January 1, 2008 the premium share for eligible employees' dependent coverage will be five percent (5%). Employees regularly assigned and designated a 0.5 to 0.8 FTE will pay a share of health insurance premiums for their dependent coverage as determined by the actuary.

Participation in medical, dental and any other insurance benefits shall be subject to specific plan eligibility requirements. Effective January 1, 2010 the premium share for eligible employees' dependent coverage will be six percent (6%) and shall remain six percent (6%) for the life of the agreement.

**14.1.2 Advantage Medical Plan and other buy-up type plans.** All employee premium levels (employee only and dependent coverage) for these plans will be set as in the past. That is, the actuary reviews markets trends, the plan's experience, and healthcare cost projections and determines the appropriate premiums for these plans on an annual basis.

**14.2 Health Tests.** As required by law, the Employer shall provide a Tuberculin skin test at no cost to the nurse. In the event of a positive reaction to this test, the Employer will provide a chest X-Ray at no cost.

**14.3 Life Insurance.** The Employer shall continue in effect its life insurance plan making whatever changes may be required to comply with applicable law and regulations.

**14.4 Long-Term Disability Insurance.** The Employer shall continue in effect its long-term disability insurance plan for employees, the terms of which shall be set forth in the Employer's plan.

**14.5 Other Insurance.** The Employer will provide Workers' Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Washington. When an employee is eligible to receive payments under the Workers' Compensation Act, accrued sick leave and/or annual leave may be used to supplement such payments to make up the difference between compensation received under the Workers' Compensation Act and the nurse's regular rate of pay, but not to exceed the net earnings the employee would have normally received during a normal work week. Nurses who were receiving Employer-paid medical insurance prior to a workplace injury shall continue to receive Employer-paid medical insurance for an additional three (3) months.

#### **14.6 Retirement Plan.**

**14.6.1 Defined Benefit Retirement Plan.** The Employer agrees to continue its present Defined Benefit Retirement Plan in full force and effect for eligible employees hired prior to January 1, 2007 and will not reduce or diminish in any way the benefits, eligibility requirement and the rights of employees thereunder. Retirement benefits and eligibility requirements for participation are defined by the current Employer's plan. The Employer agrees to maintain the Defined Benefit Retirement Plan as long as there are eligible employees covered by the Plan and will not seek in any way to eliminate or modify the plan in any future negotiations. Article 14.7 Plan Changes does not apply. This defined benefit plan will be maintained as long as there are eligible employees covered by the plan and consistent with regulations of the Internal Revenue Service and the United States Department of Labor. This provision shall remain in effect until there are no longer eligible employees covered by the defined benefit plan. After many years if the number of remaining plan participants makes it unfeasible to continue the plan, the Employer will negotiate with the Union to ensure that any remaining plan participants are kept whole.

**14.6.2 Defined Contribution Retirement Plan.** Employees hired after December 31, 2006 and current employees hired on or before December 31, 2006 and who choose the defined contribution plan will be eligible to participate in the Defined Contribution Retirement Plan only. Employees who elected to participate in the Defined Contribution Plan will have their Defined Benefit Retirement Plan assets "frozen" effective December 31, 2006; that is, all benefits earned to date will be protected but no additional benefits will be earned.

The Defined Contribution Pension Plan will be funded according to the following formula:

- A. The Employer will make a base contribution of 5% of gross pay to the employee's account
- B. The Employee may voluntarily contribute up to 2% of gross pay, which is not required.
- C. If the Employee voluntarily contributes, the Employer will make a matching contribution of 100% of the voluntary employee contribution up to an additional 2%.

The Employer agrees to continue the Defined Contribution Retirement Plan in full force and effect as mutually agreed to by the Union and management during the term of the Agreement and will not reduce or diminish in any way the benefits, eligibility requirement and the rights of employees there under. The final plan document will be incorporated herein by reference. Article 14.7 Plan Changes does not apply.

**14.6.3 403(b) Plan.** Swedish Medical Center agrees to continue to offer the current 403(b) plan in full force and effect based on existing eligibility requirements and will not reduce or diminish in any way the benefits, eligibility requirement and the rights of employees there under.

Swedish agrees that eligible employees may choose to participate in the 403(b) plan in addition to either the proposed defined contribution plan or current defined benefit plan consistent with IRS and Department of Labor regulations.

**14.7 Plan Changes.** In the event the Employer modifies its current benefit plans, or provides an alternative plan(s), the Employer will review the plan changes with the Union prior to implementation. The Employer shall notify the Union at least ninety (90) days prior to the intended implementation date. The implementation date is the effective date of the new plan.

## **ARTICLE 15 - LEAVES OF ABSENCE**

**15.1 In General.** All leaves of absence are to be requested from the Employer in writing as far in advance as possible, stating the reason for the leave and the amount of time requested. A written reply to grant or deny the request shall be given by the Employer within thirty (30) days. A leave of absence shall commence on the first day of absence from work.

**15.2 Health Leave.** After one (1) year of continuous employment, a leave of absence shall be granted for health reasons upon the recommendation of a physician for a period of up to six (6) months, without loss of benefits accrued to the date such leave commences. If the nurse's absence from work for health reasons does not exceed twelve (12) weeks, the nurse shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) month leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. The nurse may use previously accrued sick leave and annual leave thereafter to the extent accrued. The Employer may require a statement from a licensed medical practitioner verifying the employee's health condition and attesting to the nurse's capability to perform the work required of the position.

**15.3 Maternity Leave.** A leave of absence shall be granted upon request of the nurse for the period of physical disability or a period of up to six (6) months for maternity purposes, whichever is greater, without loss of benefits accrued to the date such leave commences. If the nurse's absence from work for maternity reasons does not exceed the period of physical disability, the nurse shall return to work on the same unit, shift and former full-time or part-time status. Thereafter for the duration of the six (6) months leave, upon requesting return to work, the nurse shall be offered the first available opening for which the nurse is qualified. The nurse may use previously accrued sick leave during the period of disability and annual leave to the extent accrued during the maternity leave. Medical insurance coverage will be continued while the nurse is in a paid status, unless coverage is provided by Section 15.4. The Employer may require a statement from a licensed medical practitioner verifying the physical disability and attesting to the nurse's capability to perform the work required of the position.

**15.4 Family Leave.**

- (a) **State Law.** After completion of one (1) year of employment, a leave of absence without pay shall be granted upon request of the nurse for a period of up to six (6) months for the care of a new born or newly adopted child under the age of six (6) at the time of placement or adoption, or to care for a terminally ill child under the age of eighteen (18) years without loss of benefits accrued to the date such leave commences. Except in special circumstances, employees must give at least thirty (30) days' advance written notice of family leave. The Employer shall guarantee the nurse's position if the nurse returns from leave on or before the first day of the 13th week. If the nurse elects not to return to work at that time, the nurse when returning from the leave of absence will then be offered the first available opening for which she or he is qualified. Family leave shall be consistent with and subject to the conditions and limitations set forth by state law. This section shall also apply to the children of the nurse's domestic partner.

A nurse may guarantee her position (same unit, shift and FTE status) for a period of up to the period of temporary disability plus twelve (12) weeks by combining her maternity and family leave. The total amount of combined maternity and family leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks.

- (b) **Federal Law.** Pursuant to the Family and Medical Leave Act of 1993, upon completion of one (1) year of employment, an employee who has worked at least 1250 hours during the

previous twelve (12) months shall be granted up to twelve (12) weeks of unpaid leave to: (a) care for the employee's child after birth, or placement for adoption or foster care; or (b) to care for the employee's spouse/domestic partner, son or daughter, or parent, who has a serious health condition; or (c) for a serious health condition that makes the employee unable to perform the employee's job. The Employer shall maintain the employee's health benefits during this leave and shall reinstate the employee to the employee's former or equivalent position at the conclusion of the leave. The use of family leave shall not result in the loss of any employment benefit that accrued prior to the commencement of the leave. Under certain conditions, family leave may be taken intermittently or on a reduced work schedule.

If a leave qualifies under federal law, state law or this collective bargaining agreement, the leave shall run concurrently. Ordinarily, the employee must provide thirty (30) days' advance notice to the Employer when the leave is foreseeable. The Employer may require or the employee may elect to use accrued paid leave time for which the employee is eligible during family leave. Family leave shall be interpreted consistently with the conditions and provisions of the state and federal law.

- (c) **Vacation Donation for Parental Leave.** In the event an employee takes a parental leave for either the birth or adoption of a child, the employee will be eligible to receive donated annual leave hours from co-workers, in accordance with the procedures set forth in the Employer's vacation/annual leave donation policy. Donations must be a minimum of four (4) hours which will be converted to the regular rate of pay of the person taking the leave.

**15.5 Child Care Leave.** After one (1) year of continuous employment, an unpaid leave may be granted to an employee to care for a dependent child who resides with the employee for conditions other than those set forth in Section 15.4 (Family Leave) without loss of seniority or accrued benefits. An employee on child care leave shall be entitled to the first available position for which the employee is qualified. Such leave shall not exceed one (1) year.

**15.6 Military Leave.** Leave required in order for a nurse to maintain status in a military reserve of the United States, or in order for an employee to fulfill her/his obligated service in the uniformed services, shall be granted without pay, without loss of benefits or seniority or pay status accrued during the leave, and shall not be considered part of the nurse's annual leave time, unless the nurse requests to use annual leave. Upon return from military service, the employee shall be provided reinstatement rights set forth in the Uniformed Service Employment and Reemployment Rights Act.

**15.7 Jury Duty.** All full-time and part-time nurses who are required to serve on jury duty or who are called to be a witness on behalf of the Employer in any judicial proceeding, shall be compensated by the Employer for the difference between their jury duty/witness fee pay and their regular rate of pay. Nurses subpoenaed for proceedings not involving the Employer will be given unpaid release time. Nurses will not be expected to work their scheduled shift while serving on jury duty.

**15.8 Bereavement Leave.** Up to three (3) consecutive days of bereavement leave (prorated for part-time employees) shall be allowed for each occurrence of a death in the immediate family. Employees may

request this time as non-consecutive days off (within a 14 day period). Bereavement leave that overlaps with regularly scheduled workdays shall be paid bereavement leave. Up to an additional two (2) days of bereavement leave (for a total of five (5) consecutive days off) may be allowed if extensive travel is required to attend the funeral. Proof of extensive travel may be required. Employees may be required to provide documentation as is reasonably necessary to substantiate the need for bereavement leave. Immediate family shall be defined as grandparent, parent, wife, husband, brother, sister, child or grandchild, son-in-law or daughter-in-law, mother-in-law, father-in-law, grandparent-in-law, brother-in-law, sister-in-law or domestic partner, or immediate family of domestic partner.

Employees may request additional time off from their supervisor for bereavement leave for extraordinary circumstances. In such cases the additional time will be paid from available annual leave.

**15.9 Union Leave.** Subject to advance notice and supervisor approval an employee may be granted a leave of absence to assume a position with the Union. Similarly, subject to advance notice and supervisory approval an employee may assume an interim position outside of the bargaining unit but within the Swedish Medical Center. Contract provisions, other than seniority accruals, will not apply during these leaves of absence.

A personal leave to assume a position with the Union may be granted up to twelve (12) months in length and will be granted under the Swedish Medical Center's personal leave of absence policy. For the duration of the leave seniority will accrue at the employee's assigned FTE level (FTE at the time the leave began). Employees returning from this leave within twelve (12) weeks will be guaranteed their same position. Employees returning from this leave after twelve (12) weeks will be eligible for the next open position, for which they are qualified, based on seniority.

An employee that assumes an interim position outside of the bargaining unit may do so for up to 12 months in length. Bargaining unit seniority will accrue at the employee's assigned FTE level (FTE at the time the leave began). Employees returning from this leave within 12 weeks will be guaranteed their same position. Employees returning from this leave after 12 weeks will be eligible for the next open position, for which they are qualified, based on seniority.

**15.10 Personal Leave.** All full-time and part-time nurses shall be eligible to receive up to three (3) days of unpaid personal leave per year, providing sufficient advance notice has been given and providing such leave does not adversely affect patient care.

**15.11 Education Leave/Professional Leave Time.** Nurses shall be allowed paid leave time for educational or professional purposes, after completion of the probationary period. Such leave time shall be subject to the scheduling requirements of the Employer. Educational/professional leave time may be used on an hourly basis. Educational/professional leave time shall be available on a calendar year basis in accordance with the schedule below. Unused educational/professional leave time shall not be carried over from one calendar year to the next.

FTE	Hours
Status	

.9 - 1.0	36
.7 - .8	32
.4 - .6	24
.1 - .3	12

**15.12 Continuing Education and Professional Development Expenses.** Each calendar year the Employer will assist in the payment of expenses for continuing education and professional development programs, such as course tuition, and registration fees, up to the amounts set forth for each nurse in the following reimbursement schedule. Such financial assistance shall be subject to the approval of the subject matter and verification of attendance and/or completion of the course. Unused amounts shall not be carried over from one calendar year to the next. Nurses should access the Joint Employer Training and Education Fund for financial assistance associated with certification exams.

FTE	Dollars
.8 - 1.0	\$300
.6 - .7	200
.4 - .5	100
.1 - .3	50

Any per diem nurse who has worked at least four hundred sixty (460) hours in the prior calendar year shall be eligible for a fifty dollar (\$50) continuing education expense reimbursement the following calendar year.

15% premium option nurses (10.4) shall be eligible for continuing education funds based on their designated FTE.

**15.13 Job Related Study.** After one (1) year of continuous employment, permission may be granted for leave of absence without pay for job related study, without loss of accrued benefits, providing such leave does not jeopardize Swedish Medical Center service.

**15.14 Leave for Advanced Studies.** After ten (10) years of regular employment as a registered nurse with the Swedish Medical Center, an employee may request up to six (6) months' unpaid leave for job-related study and after thirteen (13) years may request up to twelve (12) months. Job-related study shall include the pursuit of significant professional development activities, e.g., full-time academic study, participation in research projects, foreign travel to examine alternative health care options, providing health care in underserved areas, and publishing. Nurses granted a leave for job-related study will retain their seniority. The total number of job-related leaves that may be granted in any one calendar year shall not exceed five (5) total between all campuses. An employee granted a leave for job-related study must agree to return to regular employment with the Employer for at least one (1) year following the job-related study leave. Employees returning from job-related study leave of no more than six (6) months shall be reinstated to their prior position. Thereafter, employees will be reinstated to the first available position for which they are qualified. Within sixty (60) days of returning from job-related study leave, the nurse will provide a report(s) regarding the knowledge gained while on leave to Nursing Administration, and to others who could benefit,

in a format mutually agreed upon. An employee is eligible to apply for another job-related study leave only after seven (7) years have elapsed after the original leave. The final decision to grant or deny a job-related study leave will be made by Nursing Administration.

**15.15 Approved Expenses.** When the Employer requires the nurse to participate in an educational program (excluding programs for maintaining licensure and specialty certification), the Employer will pay approved expenses that are directly related to the program.

**15.16 Leave Without Pay.** Nurses on a leave without pay for twelve (12) months or less shall not accrue nor lose seniority during the leave of absence for purposes of longevity steps or benefits.

**15.17 Return From Leave.** If a leave of absence does not exceed thirty (30) days, the nurse will be entitled to return to the same position, unit and shift held prior to the leave. Except as otherwise provided for in this Article 15, nurses who return to work on a timely basis in accordance with an approved leave of absence agreement in excess of thirty (30) days shall be entitled to the first available opening for which the nurse is qualified consistent with the provisions of the leave of absence agreement and the provisions of Section 6.9.

## ARTICLE 16 - COMMITTEES

**16.1 Labor Management Committee.** The Employer, jointly with staff nurses selected by the Union, shall establish a Labor Management Committee to assist with personnel and other mutual problems. The purpose of the Labor Management Committee shall be to foster improved communication between the Employer and the nursing staff and to improve working conditions. The function of the committee shall be limited to an advisory rather than a decision-making capacity. The committee will recommend solutions to identified problems. The committee shall be established on a permanent basis and shall consist of not more than ten (10) representatives of the Employer and not more than ten (10) staff nurses. Two of the Employer representatives shall be nursing administrators of nursing services from each campus. The committee will be representative of clinical areas and campuses. Representatives on the Labor Management Committee may request meetings to discuss nurse staffing issues and suggestions for constructive improvement relating to utilization of nursing personnel. The committee will, on a regular basis, continue to review recruitment and retention issues at the Swedish Medical Center. The committee shall meet not less than bi-monthly or as often as deemed necessary.

**16.1.1 Recruitment, Retention and RN Recognition.** The Labor Management Committee will establish a subcommittee to focus on recruitment, retention and RN recognition issues. The Labor Management Committee shall determine the composition of this subcommittee to be comprised of equal numbers of labor and management. The subcommittee will, in a collaborative manner, brainstorm, consider and mutually develop a list of projects to enhance recruitment, retention and RN recognition.

The subcommittee shall submit the recommended list of projects including the prioritization thereof, to the Labor Management Committee and the appropriate senior manager. The Labor Management Committee will thereafter provide ongoing oversight and direction to the subcommittee.

**16.2 Nurse Practice Committee.** A Nurse Practice Committee shall be instituted and maintained at the Swedish Medical Center. The purpose of this committee shall be to discuss and improve nursing practices in the Swedish Medical Center. The committee shall develop specific objectives and discussion topics mutually agreed upon. The committee shall be entirely composed of staff nurses not to exceed twelve (12) in number and representatives from Nursing Administration from each campus not to exceed a total of six (6). The members of the committee (excluding Nursing Administration representatives) will be selected by the Union. The committee will be representative of clinical areas and all campuses. Organizational aspects of the committee shall be determined by the committee. This committee shall have meaningful input. Nurses shall have the responsibility for instituting and maintaining the Nurse Practice Committee. The focus of this committee shall be to evaluate current professional practices and to make recommendations for changes to improve patient care. The Nurse Practice Committee could serve as a forum for discussion of changes occurring as a result of health care reform. The committee shall meet monthly or as deemed necessary by the committee.

### **16.3 Joint Labor Management Nursing Staffing Committee.**

#### **A. Goals and Intent**

Swedish Medical Center strongly supports the proposition that adequate staffing is necessary to meet the needs of our patients and provide quality care. As part of this objective, Swedish Medical Center agrees to continue to utilize an acuity based patient classification staffing tool to assist in determining the number of registered nurses, and subsequent skill mix required to care for the patient's clinical needs.

The Union and Swedish Medical Center are implementing a joint process which is in compliance with ESHB 3123, which covers RNs, LPNs, unlicensed and assistive nursing personnel providing direct patient care.

#### **B. Joint Labor Management Nursing Staffing Committee**

Within thirty days after ratification of this Agreement, Swedish Medical Center and the Union will establish a Joint Labor Management Nurse Staffing committee (the Joint Staffing Committee). The newly created Joint Staffing Committee will meet no later than September 1, 2008. The primary responsibilities of the committee will be:

1. Attend formal regional trainings, on paid time;
2. Establish roles and responsibilities for committee members;
3. Establish timelines to meet ESHB 3123 as well as Swedish Medical Centers timeframes;
4. Develop criteria for assuring compliance with ESHB 3123;
5. Oversight of unit based committee work and staffing plans;

6. Participate in the initial establishment of each Unit Based Staffing Committee and serve as an ongoing resource for unit based committees;
7. Develop Staffing Exception Form to document and evaluate staffing concerns;
8. Continue the work previously done by the Acuity System Oversight Team;
9. On a semi-annual basis, or more often as indicated, the Joint Staffing Committee shall review the unit based staffing plan against need and known evidence-based staffing information, including the nursing sensitive quality indicators collected by the Employer;
10. Review and compile all unit based staffing plans into a comprehensive report which is submitted to the CEO;
11. Provide training for all unit based staffing committees;
12. Assure the classification tool is implemented and operational and that acuity definitions and parameters that determine output are applied;
13. Oversee the Compliance Review Process to assure validity within the patient classification system;
14. Collect and report nurse sensitive quality outcome data as recommended by the Ruckleshaus Center Steering Committee; and
15. The decision to implement an acuity system other than Optilink will be made utilizing a collaborative consensus based approach. In the event consensus is not achieved, the Chief Executive Officer will make the final decision, and provide the Committee written explanation of his/her determination.

If the staffing plan report compiled by the Joint Committee is not adopted by the hospital, the Chief Executive Officer shall provide a written explanation of the reasons why to the committee.

The staffing plan and current staffing levels will be made available upon request. The Committee will agree upon the format of the public posting in addition to the components that will be reported (unit matrix, staff required, and staff available).

### **C. Composition and Reporting**

Composition of the Joint Staffing Committee shall include eight (8) nursing representatives, selected by the Union, and eight (8) management representatives. The union will use best efforts to appoint staff nurses and support staff that represent nursing staff from all areas of the hospital including inpatient and outpatient areas with the expectation of two year terms. There shall be a co-chair selected by the Union, and a co-chair selected by management. Minutes will be recorded and once approved by the co-chairs, distributed to the Unit-based chairs and staff.

Participation in the nurse staffing committee by a hospital employee shall be on scheduled work time and compensated at the appropriate rate of pay. Nurse staffing committee members shall be relieved of all other work duties during meetings of the committee. The Employer will not retaliate against or engage in any form of intimidation of an employee for performing any duties or responsibilities in connection with the Joint Committee or Unit-based sub-committee, or an employee who notifies the Joint Committee or the hospital administration of his or her concerns about nurse staffing.

#### **D. Training**

All members of the Joint Staffing Committee will be offered the opportunity to attend, on paid time, regional trainings held by the University of Washington William D. Ruckelshaus Center.

Members of the Joint Staffing Committee will provide in-services regarding best practices related to staffing.

Ongoing formal training opportunities will be continually evaluated. Committee members will be included as indicated by mutual agreement.

#### **E. Unit Based Staffing Committees**

There shall be a unit-based staffing committee on each nursing unit. The Union and Employer agree that they shall jointly prioritize the establishment and/or re-establishment of unit-based committees where active committees no longer exist.

**Purpose:** The unit-based committees are responsible for creating and implementing a staffing plan for the unit. In developing the staffing plan, the unit based committee will utilize a patient classification tool as one method to assess the level of nursing care required. The decisions of the unit based committee will be made utilizing a collaborative, consensus based process.

**Composition:** The unit-based committees will be co-chaired by a Union-designated unit representative, and a management representative. Each shift will have staff nurse representatives appointed by the Union, at least one of which will be a charge nurse. Support staff within the unit may also be appointed to the committee by the Union. The size of each committee will be determined by the Co-Chairs.

**Frequency of meetings:** The unit-based committees shall meet monthly or more often as determined by the co-chairs.

#### **Unit based committee responsibilities:**

- a) Guide implementation and evaluation of unit based staffing plan;
- b) Submit the annual staffing plan to the Joint Committee in accordance with ESHB 3123, Swedish Medical Center, and Joint Committee timelines;
- c) The unit-based committees shall regularly report in writing to the Joint Staffing Committee their discussions and work. Committee members will assure that copies of these reports will be made available for all nurses on the unit;
- d) Responsible for unit education regarding staffing;

- e) Determine the metrics (evaluation tools and data) necessary to accomplish their staffing plan;
- f) Review, assess and respond to staffing concerns;
- g) Assist in seeking solutions for the availability of staff to meet patient care needs;
- h) Assure that the Patient Classification system accurately captures patient acuity and that unit staff are appropriately assessing patient acuity;
- i) Collect unit specific data sets which may include but are not limited to: compliance with staffing matrices, use of overtime, unmet breaks or meals, planned or unplanned absences, vacancies, extra shifts, double shifts, agency, travelers, floats and per diem to meet staffing requirements;
- j) Assure direct care providers are applying patient classification guidelines and that workloads are appropriate for each classification level.

**Criteria for development of staffing plan:** The following criteria will be considered and taken into account/included, but not limited to:

- Census, including activity such as transfers, admissions, and discharges;
- Level of intensity, as determined by the nursing assessment of all patients, and nature of the care to be delivered on each shift;
- Skill mix required;
- Level of experience and specialty of available staff;
- Need for specialized or intensive equipment;
- Physical configuration of patient care units;
- Staffing guidelines adopted or published by national nursing professional associations, specialty nursing organizations, and other health professional organizations; and
- Hospital resources and finances may be taken into account.

#### **F. Process for Appealing Staffing Decisions**

Staff with concerns about their patient care assignment or unit staffing should address concerns with the charge nurse. If concerns remain, they should be escalated according to the chain of command. While the chain of command may vary by unit, a common chain is: charge nurse, unit supervisor, manager / administrative supervisor, director, CNO.

The Unit Based Committee will assure that the Staffing Exception Form is completed by unit staff, that this form is forwarded to the Unit Based Committee for consideration and problem solving, and that a monthly report is sent to the Joint Staffing Committee. The Joint Staffing Committee will address any unresolved unit based staffing issues.

#### **G. Legislation**

In the event that ESHB 3123 is modified or there are new statutes during the term of this Agreement, SEIU Healthcare 1199NW and Swedish Medical Center will reopen this section.

**16.4 Safety Committee.** The Hospital will maintain a safe and healthful work place in compliance with Federal, State and local laws applicable to the safety and health of its employees. The Hospital will

continue its Safety Committees in accordance with existing regulatory requirements. The purpose of these Committees shall be to investigate safety and health issues and to advise the Hospital of education and preventative health measures for the work place and its employees. Employees are encouraged to report any unsafe conditions to their supervisors and to the Safety Committee and/or the Hospital's Risk Manager by utilizing a "QA Memo" form. Committee membership shall include three (3) Union appointed staff nurses, one from each campus, First Hill, Ballard and Cherry Hill.

**16.5 Labor Management Benefits Committee.** The Swedish Medical Center and the Union recognize the importance of undertaking joint efforts to ensure that employees have access to cost effective, quality health care and other insurance coverage. Both the Employer and the Union share a mutual interest in researching best practices in cost containment features and benefits that ensure quality but also address increasing costs. In conducting its work the committee will concentrate its efforts on:

1. Pharmacy benefit and cost control
2. Maximizing wellness programs
3. Health status improvements including incentives
4. Consumer education and prudent health care purchasing
5. Prevention strategies
6. Enhanced case management services
7. Effective disease management programs
8. Nurse advice lines 24/7
9. Maximizing pharmacy education to avoid adverse drug interactions.
10. Wellness Program Design/HRA
  - Joint work to develop program design, including selection of third party HRA vendor
  - Incentive (if any) to be determined per HRA study
  - Voluntary employee participation
  - The Union will use its best efforts to encourage employee participation
  - Preventive Healthcare – reconsider as part of HRA study

To address these issues, the parties will establish a Labor Management Benefits Committee with representatives from each bargaining unit. The Union will appoint up to ten (10) bargaining unit representatives to include one (1) organizer to the committee. The Employer will appoint up to ten (10) management representatives. The committee shall be advisory and shall meet at least quarterly and more often as mutually agreed. The Union shall appoint one (1) bargaining unit member as committee co-chair. In guiding the committee's work, utilization data and costs, among other data shall be reviewed. If the committee comes up with any mutually agreed upon recommendations for any changes, the Union and management shall convene a meeting to review the recommendations. The Director of Total Rewards will be invited to present information relevant to the Swedish Medical Center's Health Plan on a quarterly basis.

**16.6 Labor Management Restructure Oversight Committee.** In support of retaining staff and providing a forum to discuss restructuring activities that impact employment in a variety of ways, this committee will meet quarterly or as needed based on employee displacement or restructure activities to discuss topics of mutual interest relating to various displacement or restructuring activities. Topics will include communication issues, problem solving for identified areas of concern, application of contract

language, and other topics deemed appropriate by the committee. The Union and management shall appoint one member each as Co-Chairs.

**16.7 Change Teams.** In order to facilitate Union participation in unit mergers and/or restructures (Section 8.4) and to ensure an efficient transition process to promote quality patient care and services and a quality work environment for employees, the parties agree to establish Change Teams for mergers and/or restructures that may result in displaced or laid-off employees. These teams shall consist of representatives of management and the Union and shall have the authority to recommend appropriate practices for conducting unit mergers and/or restructures.

The Change Teams shall not have the authority to change or modify any terms and conditions of the collective bargaining agreement. Union representatives on these teams shall be appointed by the Union in sufficient numbers to ensure an adequate representation of appropriate work areas and shifts. These teams shall be created as soon as possible after the decision to merge or restructure a unit has been made, and in no event less than thirty (30) days prior to the effective date of the merger or restructure.

In the case of any merger or restructure of a unit that does not involve lay-off or displacement, the Employer will meet with the Union, including representatives of the staff to address staff concerns. A task force may be convened by mutual agreement to facilitate Union participation, ensure an efficient transition process and to promote quality care and services and a quality work environment in the merged or restructured unit.

**16.8 Compensation.** All time spent by nurses on Employer-established committees (including the safety committee) where attendance is required, and all time spent by members of the Labor Management Committee and Nurse Practice Committee will be considered time worked and will be paid at the appropriate contract rate.

**16.9 Support of Committee Participation.** In an effort to continue building an increasingly collegial Labor Management relationship, the Union and the Employer express solid support for employees to participate in contractual committees and projects of mutual benefit. The parties agree that employees participating on these committees/projects will be supported in attending the meetings, provided adequate advance notice is provided to the immediate supervisor by the employee or the Union. Once the Union informs management of names of staff participants in contractual committees or other joint projects, management will immediately forward names of participants to the immediate supervisor to facilitate timely release.

## ARTICLE 17 - HEALTH AND SAFETY

**17.1 Alcohol and/or Chemical Dependency.** The Employer and the Union recognize that alcohol and chemical dependency are chronic and treatable conditions. The Employer and the Union support efforts which will enable the chemically impaired nurse to remain in professional nursing practice so long as performance expectations are maintained. Efforts should be made by the employee to identify these conditions and the treatment options at an early stage to prevent or minimize erosion in work performance. The Employer and the Union will encourage and support employee participation in the State substance

abuse monitoring program, including individually tailored return to work agreements, through which employees may seek confidential assistance in the resolution of chemical dependency or other problems which may impact job performance. The Employer further acknowledges that alcoholism and chemical dependency are health conditions for which the employee is eligible for accrued sick leave and/or medical leave of absence under the same terms as other health conditions. It is the intention of the Employer to work with an employee to adjust their work schedule on an ad hoc or temporary basis to support the chemically dependent employee's participation in prescribed treatment programs. The Employer and the Union acknowledge that employees continue to be responsible for maintaining satisfactory job performance and attendance and for compliance with the Employer's policies and procedures.

**17.2 Product Standards.** The Swedish Medical Center will continue to review and evaluate medical devices that reduce or prevent employee exposures, (i.e., needle sticks, any medical devices that do not have safety features. Medical devices, e.g. safety needles, with safety features are required by law). The evaluation of products will include consideration of cost, applicability and effectiveness, with applicability and effectiveness being primary considerations. Membership in any committee existing or formed to evaluate devices shall include one (1) Union appointed staff nurse.

**17.3 Hepatitis B Vaccine and Hepatitis C Exposure.** Vaccine is offered in Employee Health Services without cost to any employee at risk of exposure to Hepatitis B. Following a bloodborne exposure, the Employer will not only test for HEP B and HIV but also HEP C and provide appropriate treatment at no cost to the employee.

**17.4 Health and Safety.** The Swedish Medical Center remains committed to providing education, products and equipment, work practice controls, and engineering controls to minimize employee risks from occupational injury or exposure. The Swedish Medical Center shall also continue to provide confidential twenty-four (24) hour information and referral for employees sustaining occupational injury or exposure. This commitment to employee's health and safety is documented in the Employer's Infection Control and Exposure Control Plan Manual and the Personnel Policies and Procedures Manual that is available on every unit/work area throughout the Swedish Medical Center.

**17.5 Tuberculosis Exposure Control Program.** All employees working in patient care areas will be provided annual PPD screenings. Employees in high risk areas may be screened more frequently. Any employee who is a PPD converter as a result of an occupational exposure will be referred to a Public Health physician or appropriate medical specialist for follow up, including preventive therapy at no cost to the employee.

## **ARTICLE 18 - STAFF DEVELOPMENT**

**18.1 Orientation.** The objectives of orientation shall be to familiarize newly hired nurses with the objectives and philosophy of the Swedish Medical Center and nursing services, to orient new nurses to Swedish Medical Center policies and procedures, to instruct new nurses as to their functions and responsibilities as defined in job descriptions, and to provide a positive foundation to contribute to the retention of newly hired nurses. Individualized orientation will consist of a basic comprehensive program

with a defined curriculum in which the nurse will be oriented through a combination of instructional conferences, unit and/or shift work.

**18.2 Staff Development.** A regular and ongoing staff development program shall be maintained and made available to all shifts and to all personnel with programs posted in advance. The posting will indicate if attendance is mandatory. Topics to be offered will be determined by discussions between nurses and the in-service department. In-service education programs will be scheduled in an effort to accommodate varying work schedules. Nurses required by the Employer to attend in-service education during off-duty hours will be paid at the applicable rate of pay. The Employer will provide contact hours for CEARP designated continuing education programs. It shall be the responsibility of the presenter to complete and submit the application process on a timely basis. Quarterly, the Nurse Practice Committee will review the offerings for the in-service education classes to ensure that enough classes are being offered.

### **18.3 Joint Employer Training and Education Fund**

**18.3.1 Training and Upgrading Fund,** to be known as the Joint Employer Training and Education Fund (the “Fund”) will be established for the purpose of creating a program for addressing the workforce needs of participating employers (collectively “Participating Employers”) as well as the career, knowledge and skill aspirations of SEIU Healthcare 1199NW bargaining unit employees. The Employer agrees to become a Participating Employer in the Fund, which will be established by an Agreement and Declaration of Trust (“Trust Agreement”). The contribution to the Fund shall be an amount equal to one-half (1/2%) percent of the gross payroll of the RN bargaining unit employees. Gross payroll shall be defined as the amount included on Box 5 of the W-2 form report of the Employer, excluding per diem/on call/temporary employees.

**18.3.2 Fund Trustees, Programs, Staff.** The Trustees of the Fund shall be composed of an equal number of representatives designated by the Union and by the employers contributing to the Fund. While acting in a manner consistent with the Fund Principles established between the Union and Participating Employers, the Trustees will determine the overall parameters for these programs, and the staffing needed to carry out the purposes of the Fund.

**18.3.3 Trust Agreement.** The Employer and Union agree to abide by the Trust Agreement.

**18.3.4 Availability of Onsite Rooms.** In order to facilitate employees’ access to education and training, the Employer will make a good faith effort to make rooms available on-site for conducting training, counseling and other activities of the Fund.

**18.3.5 Fund Contributions, Records and Collections.** The Employer shall remit the Fund contributions required under this Article on either a monthly or pay period basis, based upon the payroll for the previous month or pay period. Payments shall be due no later than thirty (30) days following the end of the month or pay period on which they are based. The Employer shall submit regular reports with its contributions in such form as may be necessary for the sound and efficient administration of the Fund and/or to enable the Fund to comply with the requirements of Federal and applicable State law and for the collection of payments due pursuant to the Fund.

The Employer agrees to make available to the Fund, in accordance with Fund policy, such records of employees which the Fund may require in connection with the sound and efficient operation of the Fund or that may be so required in order to determine the eligibility of employees for Fund benefits.

The Employer agrees that the collection of delinquent Employer contributions shall be subject to the collection policy established by the Trustees of the Fund.

**18.3.6 Training Fund Committee.** While the multi-employer Training and Education Fund is being established, the Labor Management Training Committee will meet at intervals determined by the Committee to assess the needs of bargaining unit employees related to education/career advancement interests and needs, and to promote the advantages of and participation in this Fund and all of the Fund's specific programs.

Information collected regarding training interests and needs and any barriers will be forwarded to the multi-employer Training and Education Fund Staff.

Once the Training and Education Fund is fully operational, the Labor Management Training Committee will evaluate the need for any additional meetings.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

**Purpose.** The grievance procedure provides a forum for bargaining unit members to address and resolve alleged contract violations in an efficient and expedient manner. To ensure that this purpose is met, the parties will attempt to resolve issues at the lowest possible level within the management structure. Additionally, the parties will engage annually in joint union/management training on contract interpretation and effective resolution of grievances.

The parties agree that potential grievances should be resolved informally whenever possible. To that end, the parties agree in ordinary circumstances to meet informally prior to submitting a written grievance. In the event these informal meetings are not occurring when they should be (in the opinion of either party) the matter may be taken to the Labor Management Committee for discussion and resolution.

**19.1 Grievance Defined.** A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be adjusted informally wherever possible and at the first level of supervision.

**19.2 Time Limits.** Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in Section 12.5 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of a nurse or the Union to file a grievance on a timely basis or to timely advance a grievance in accordance with the time limits set forth below will constitute withdrawal of the grievance by the nurse and the Union. If the

Employer fails to comply with the time limits set forth below the Union may advance the grievance to the next step, in writing.

**19.3 Grievance Procedure.** A grievance shall be submitted to the following grievance procedure:

Step 1. Immediate Supervisor or Manager.

If a nurse has a grievance, the nurse shall first present the grievance in writing to the nurse's immediate supervisor within fourteen (14) calendar days from the date the nurse was or should have been aware that the grievance existed. The Union Delegate shall be present, if requested by the nurse. If the Union Delegate participates in the meeting, a Human Resources representative (or designee) may also be present at this Step 1 meeting. Upon receipt thereof, the immediate supervisor shall attempt to resolve the problem and shall respond in writing to the nurse within fourteen (14) calendar days following receipt of the written grievance.

A grievance concerning a termination or suspension may be initially presented at Step 2 of the grievance procedure.

Step 2. Department Director.

If the matter is not resolved to the nurse's satisfaction at Step 1, the nurse shall present the grievance in writing to the Department Director (and/or designee) within fourteen (14) calendar days of the immediate supervisor's written decision. A meeting between the nurse (and the Union Delegate/Representative, if requested by the nurse) and the Department Director (or designee) and a Human Resources representative (or designee) shall be held within ten (10) days for the purpose of resolving the grievance. The Department Director shall issue a written reply within fourteen (14) calendar days following the Step 2 grievance meeting.

Step 3. Vice President.

If the matter is not resolved at Step 2 to the nurse's satisfaction, the grievance shall be referred in writing to the Vice President (and/or designee) within fourteen (14) calendar days of the Department Director's Step 2 written decision. The Vice President (or designee) and a Human Resources representative (or designee) shall meet with the nurse and a Union Representative within ten (10) calendar days of receipt of the Step 3 grievance for the purpose of resolving the grievance. The Vice President (or designee) shall issue a written response within fourteen (14) calendar days following the Step 3 meeting.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2, 3 and 4 herein, the Union may submit the issue to arbitration by providing written notification to the arbitrator (with a copy to the Employer) within fourteen (14) calendar days following the receipt of the written reply

from the Administrator (or designee). In that arbitration submission letter, the arbitrator will be requested to provide available dates within the sixty (60) day period following receipt of the letter. The arbitrator will be determined from the listing of arbitrators listed below. The first arbitration case (under this Agreement) will be assigned to the first arbitrator identified below. Thereafter, each arbitration case will be assigned on a rotating basis to the next arbitrator appearing on the list. In the event of unavailability of an arbitrator to hear a case, the next arbitrator will be promptly notified of the request for hearing. The parties agree to schedule the hearing date within five (5) days of receipt of the arbitrator's letter listing available dates for hearing.

The parties have agreed to the following permanent panel of arbitrators:

1. Mike Beck
2. Eric Lindauer
3. Allen Krebs
4. Janet Gaunt
5. Richard Humphreys

Any arbitrator accepting an assignment under this Article agrees to issue an award within forty-five (45) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages, nor shall the arbitrator be authorized to make a back pay award for any period earlier than the beginning of the pay period prior to the pay period in effect in which the grievance was first presented to the Employer at Step 1 of this grievance procedure. However, this limitation shall not apply for any period the nurse was unaware and could not have known that the grievance existed. Each party shall bear one-half (1/2) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

**19.4 Union Grievance.** The Union may initiate a grievance if the grievance involves a group of nurses and if the grievance is submitted in writing within fourteen (14) calendar days from the date the nurses were or should have been aware that the grievance existed. If such a grievance is filed, it shall be processed in accordance with the specific provisions of Section 19.3 with reasonable representation from the directly affected parties designated to represent the group of nurses for purposes of processing the grievance.

**19.5 Termination.** Step 4 of this grievance procedure shall terminate on the expiration date of this Contract unless the Contract is extended by the mutual written consent of the parties. Grievances arising during the term of the Contract shall proceed to resolution (including step 4) regardless of the expiration

date of this Agreement. Grievances arising after the expiration date of this Contract may be pursued through Step 3 only, and shall not be subject to arbitration.

## **ARTICLE 20 - UNINTERRUPTED PATIENT CARE**

It is recognized that the Swedish Medical Center is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the nurse and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees, or persons acting in concert with them shall incite, encourage, or participate in any strike, picketing, walkout, slowdown, or other work stoppage of any nature whatsoever. In the event of any strike, picketing, walkout, slowdown or work stoppage, or a threat thereof, the Union and its officers will do everything within their power to end or avert same. Any nurse participating in any strike, picketing, walkout, slowdown, or work stoppage will be subject to immediate dismissal.

## **ARTICLE 21 - GENERAL PROVISIONS**

**21.1 State and Federal Laws.** This Agreement shall be subject to all present and future applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington, and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and Union shall enter into negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

**21.2 Amendments.** Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

**21.3 Past Practices.** Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer. The Employer will not make any changes in past practices that would have the effect of discriminating solely against members of the bargaining unit. The Employer will communicate any changes in past practices to the nursing staff in advance of the change.

**21.4 Complete Understanding.** The parties acknowledge that during the negotiations which resulted in this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically discussed during negotiations or

covered in this Agreement. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

**ARTICLE 22 – TERM OF AGREEMENT**

This Agreement shall become effective July 1, 2008, and shall remain in full force and effect to and including June 30, 2011 unless changed by mutual consent. Should the Union desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the Employer at least ninety (90) days prior to the expiration date. In the event negotiations do not result in a new Agreement on or before the expiration date of this Agreement, this Agreement shall terminate unless both parties mutually agree in writing to extend the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_ 2008.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL AND HEALTH CARE EMPLOYEES UNION

\_\_\_\_\_  
Rod Hochman, M.D., Chief Executive Officer

\_\_\_\_\_  
Diane Sosne, RN, President

\_\_\_\_\_  
Joanne Suffis, Vice President, Human Resources

\_\_\_\_\_  
Geoff Bate, Chief Negotiator

\_\_\_\_\_  
Cary Natiello, Director, Strategic HR Partners and Labor Relations

\_\_\_\_\_  
Robin Wyss, Lead Organizer

\_\_\_\_\_  
Marilyn Nemerever, Director, Acute Care Services

\_\_\_\_\_  
Joanne Metroplous, RN, Organizer

\_\_\_\_\_  
Beverly Holland, Director, Women & Children's Service

\_\_\_\_\_  
Patrick Pedersen, Organizer

\_\_\_\_\_  
June Altaras, Manager, Intensive Care & CVICU

\_\_\_\_\_  
Mike Shea, Director, Total Rewards

<Insert RN Bargaining Team Signatures>

<Insert RN Bargaining Team Signatures>

**ADDENDUM A**  
**to the Agreement between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**

**NINE (9) HOUR SHIFT SCHEDULE**

In accordance with Section 9.2 of the Agreement between the Swedish Medical Center and the Union, nurses may, on an individual basis, agree to work a nine (9) hour shift schedule with the consent of the Employer. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. **Work Day.** The nine (9) hour shift schedule shall provide for a nine (9) hour work day consisting of nine and one-half (9 1/2) hours to include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute rest breaks. (See Section 9.5 of Agreement.)
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Nurses who work in excess of nine (9) hours in any day, or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 1/2) times their regular pay rate. All overtime hours in excess of twelve (12) consecutive hours of work during any day shall be paid at the rate of two times (2x) the regular rate of pay.
3. **Rest Between Shifts.** In the event a nurse is required to work with less than eleven (11) hours off duty between shifts, all time worked within this eleven (11) hour period shall be paid at time and one-half (1 1/2).
4. **Charge Nurse Assignment.** Nine (9) hour shift nurses assigned Charge Nurse responsibilities shall receive charge nurse pay for the actual hours assigned as charge.
5. **Discontinuance of Schedule.** Nine (9) hour shifts are available based on unit and Swedish Medical Center staffing needs. The Swedish Medical Center reserves the right to discontinue the nine (9) hour work schedule at any time in the future, after at least thirty (30) days advance notice to the nurse.

**ADDENDUM B**  
**to the Agreement between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**

**TEN (10) HOUR SHIFT SCHEDULE**

In accordance with Section 9.2 of the Agreement between the Swedish Medical Center and the Union, nurses may, on an individual basis, agree to work a ten (10) hour shift schedule with the consent of the Employer. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. **Work Day.** The ten (10) hour shift schedule shall provide for a ten (10) hour work day consisting of ten and one-half (10 1/2) hours to include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute rest breaks. (See Section 9.5 of Agreement.)
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Nurses who work in excess of ten (10) hours in any day, or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 1/2) times their regular pay rate. All overtime hours in excess of twelve (12) consecutive hours of work during any day shall be paid at the rate of two times (2x) the regular rate of pay.
3. **Rest Between Shifts.** In the event a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at time and one-half (1 1/2).
4. **Charge Nurse Assignment.** Ten (10) hour nurses assigned Charge Nurse responsibilities shall receive charge nurse pay for the actual hours assigned as charge.
5. **Discontinuance of Schedule.** Ten (10) hour shifts are available based on unit and Swedish Medical Center staffing needs. The Swedish Medical Center reserves the right to discontinue the ten (10) hour work schedule at any time in the future, after at least thirty (30) days advance notice to the nurse.

**ADDENDUM C**  
**to the Agreement between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**

**TWELVE (12) HOUR SHIFT SCHEDULE**

In accordance with Section 9.2 of the Agreement between the Swedish Medical Center and the Union, nurses may, on an individual basis, agree to work a twelve (12) hour shift schedule with the consent of the Employer. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. **Work Day.** The twelve (12) hour shift schedule shall provide for a twelve (12) hour work day consisting of twelve and one-half (12 1/2) hours to include one (1) thirty (30) minute unpaid lunch period and three (3) fifteen (15) minute rest breaks. (See Section 9.5 of Agreement.)
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Nurses who work in excess of twelve (12) hours in any day, or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 1/2) times their regular pay rate. If a nurse works more than one (1) hour beyond the end of a twelve (12) hour shift, all overtime hours, including the thirteenth (13th) hour, will be paid at the rate of two times (2x) the regular rate of pay.
3. **Rest Between Shifts.** Effective with the implementation of the KRONOS Time and Attendance system upgrade (targeted First Quarter 2009), if a nurse is required to work with less than ten (10) hours off duty between shifts, all time worked within this ten (10) hour period shall be paid at time and one-half (1 1/2).
4. **Charge Nurse Assignment.** Twelve (12) hour nurses assigned Charge Nurse responsibilities shall receive charge nurse pay for the actual hours assigned as charge.
5. **Twenty-Four (24) Hour Coverage.** Generally two (2) partners are required to cover a patient assignment for each twenty-four (24) hour period. If there are no partners available due to requested time off, medical leave, maternity/family leave, vacation, educational leave, etc., the remaining nurse may be required to revert back to an eight (8) hour shift schedule unless a volunteer is found to cover the other twelve (12) hour shift without incurring overtime. If this occurs, the remaining nurse will continue to be scheduled in accordance with the nurse's FTE.
6. **Discontinuance of Schedule.** Twelve (12) hour shifts are available based on unit and Swedish Medical Center staffing needs and partner availability. The Swedish Medical Center reserves the right to discontinue the twelve (12) hour work schedule at any time in the future, after at least thirty (30) days advance notice to the nurse.

**ADDENDUM D**  
**to the Agreement between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**

**VARIABLE DEFINED HOURS SHIFT SCHEDULE**

In accordance with Section 9.2 of the Agreement between the Swedish Medical Center and the Union, nurses may, on an individual basis, agree to work a schedule consisting of a combination of eight (8), nine (9), ten (10) and twelve (12) etc. hour shifts occurring during the work week with the consent of the Employer. All existing contractual provisions of the Agreement shall apply unless otherwise provided for herein.

1. **Work Day.** This work schedule shall provide for various work days consisting of a combination of eight, nine, ten and twelve, etc. hour shifts occurring during the work week to include one (1) thirty (30) minute unpaid lunch period and two (2) fifteen (15) minute paid rest breaks, except for twelve (12) hour work days that shall provide for three (3) fifteen (15) minute paid rest breaks.
2. **Work Period; Overtime Pay.** The work period for overtime computation purposes shall be a seven (7) day period. Nurses who work in excess of the scheduled work day of eight (8) or more hours in duration, or in excess of forty (40) hours during a seven (7) day work period will be paid for the excess work hours at the rate of one and one-half (1 1/2) times their regular pay rate. All overtime in excess of twelve (12) consecutive hours of work during any day shall be paid at the rate of two times (2x) the regular rate of pay, except for twelve (12) hour shifts. If a nurse works more than one (1) hour beyond the end of a twelve (12) hour shift, all overtime hours, including the thirteenth (13th) hour, will be paid at the rate of two times (2x) the regular rate of pay.
3. **Premium Not Applicable.** Section 9.8, Rest Between Shifts, shall not apply to this flexible schedule.
4. **Charge Nurse Assignment.** Nurses assigned Charge Nurse responsibilities shall receive charge nurse pay for the actual hours assigned as charge.
5. **Schedule Coverage.** This work schedule may include a partner to cover a patient assignment. If there is no partner available due to requested time off, medical leave, maternity/family leave, vacation, educational leave, etc., the remaining nurse may be required to revert back to an eight (8) hour shift schedule unless a volunteer is found to cover the shift without incurring overtime. If this occurs, the remaining nurse will continue to be scheduled in accordance with the nurse's FTE.
6. **Discontinuance of Schedule.** This work schedule shall be available based on unit and Swedish Medical Center staffing needs. The Swedish Medical Center reserves the right to discontinue this work schedule at any time in the future, after at least thirty (30) days advance notice to the nurse.

**ADDENDUM E**  
**to the Agreement Between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**

**CLINICAL GROUPINGS**

1.	Childbirth Center Labor & Delivery Postpartum Antepartum Women & Infants Outpatient Service OB Float Pool	Ballard First Hill First Hill First Hill First Hill First Hill
2.	Perinatal Medicine Clinic	First Hill
3.	Infant Special Care Unit Pediatrics PICU NICU Peds Float Pool	First Hill First Hill First Hill First Hill First Hill
4.	IVT	All Sites
5.	Home Health/Hospice Home Infusion Therapy	
6.	GYN Surgery Nephrology General Surgery I/P Ortho/Spine Oncology/HIV General Medical Medical Respiratory Med-Surg Hemodialysis Neuro Rehab Med-Surg Float Pool	First Hill First Hill First Hill First Hill First Hill First Hill First Hill Ballard First Hill Cherry Hill Cherry Hill All Sites
7.	Cancer Institute Pain Clinic Breast Centers (including WDIC)	All Sites First Hill All Sites

	AIC	Cherry Hill
8.	Eye Center Surgery Same Day Surgery OR Inpatient Surgery Neuro / Spine Surgery CV OR Ortho Institute Inpatient Surgery	First Hill First Hill First Hill Cherry Hill Ballard First Hill/Cherry Hill First Hill
9.	Ortho Institute PACU Same Day PACU Same Day PACU PACU/Day Surgery Pre-Screening Inpatient PACU Eye Center PACU Inpatient PACU Pre-Op Transfer ECT	First Hill Cherry Hill First Hill Ballard Ballard First Hill First Hill Cherry Hill All Sites Cherry Hill
10.	ASC Pre-Admission Ambulatory Treatment Center Ortho Institute Pre-Admission	First Hill First Hill First Hill
11.	Emergency Department Emergency Department Emergency Department Emergency Department	Ballard First Hill Cherry Hill Issaquah
12.	Cardiac Cath Lab ICU/IMCU Telemetry Telemetry 3 East Medical Telemetry 4 East Cardiac Cardiac Rehab Critical Care Float Pool Critical Care Float Pool ICU EP LAB Interventional Cardiology eICU	First Hill/Cherry Hill First Hill First Hill Cherry Hill Cherry Hill All Sites First Hill Cherry Hill Cherry Hill Cherry Hill First Hill/Cherry Hill First Hill
13.	Addiction Recovery	Ballard

	Behavioral Health	Cherry Hill
14.	Gastro/Endoscopy	All Sites
15.	Medical Imaging (Radiology, Ultrasound)	First Hill/Cherry Hill
16.	Family Practice Clinic Family Practice Clinic/Next Steps	First Hill Cherry Hill/Ballard

Clinical groupings may change during the term of this Agreement based on unit mergers, unit closures, the creation of new units or work areas or for other operational reasons. The Employer will provide the Union with forty-five (45) days written notification of any changes to the Clinical Groupings prior to implementation of the change. During this forty-five (45) day period, the Employer will meet with the Labor Management Committee to discuss the changes and to consider any input concerning the appropriate Clinical Groupings. The intent of the Union and the Employer is that the Clinical Groupings should always reflect groups of units with similar clinical nursing skills.

**ADDENDUM F**  
**to the Agreement Between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**

**HOME HEALTH, HOSPICE AND HOME INFUSION**

The Agreement between the Swedish Medical Center and the Union shall apply to Home Health, Hospice and Home Infusion nurses with the following modifications:

1. **Transportation.** Each nurse whose assigned duties may require any travel away from the Employer's office shall, as a condition of employment, furnish his or her own automobile transportation in order to complete any such assigned duties in a timely and efficient manner. As a condition of continued employment, each nurse must maintain a valid Washington State driver's license and minimum automobile liability insurance coverage as required by Washington State.
2. **Mileage.** Nurses shall be reimbursed for business use of their personal automobiles at the mileage rate authorized by the Internal Revenue Service (IRS) which is currently in effect. If the IRS mileage rate changes during the term of this Agreement, the mileage reimbursement rate shall be adjusted to the new rate, effective at the beginning of the month of the publication date of the IRS rate change. Travel (mileage) records shall be maintained by the nurse in the manner required by the Employer. The Employer will make a good faith effort to have automobile reimbursement checks available the Friday of the week of the 15th day of the month, contingent upon timely submission of required record keeping.

No mileage shall be paid for travel to and from meals or rest periods. No mileage shall be paid for travel to and from work unless the distance from the nurse's residence to the patient visit exceeds the distance from the nurse's residence to the Employer's office (i.e. work shall commence and end either at the Employer's office or the home of the first or last patient seen, whichever is less).

If a nurse's car is unavailable because of a job-related accident, the Employer shall pay the cost of an "economy" rental car for a maximum of five (5) days, providing there is no other insurance coverage available. The Employer shall reimburse nurses for emergency roadside and towing services during working time providing the service is not covered by insurance, not to exceed three (3) occurrences per calendar year. The Employer will designate the authorized towing/roadside service firm(s) to be utilized by nurses if reimbursement is requested.

3. **Parking.** Free parking will continue to be provided at the current office sites. Any parking charge incurred while in the field on work time, excluding parking tickets, will be reimbursed.
4. **Evening, Night, Weekend and Holiday Standby Coverage.** Standby/call coverage shall be provided in accordance with the Agreement or by the following Flexible Schedule provided for by 9.2 of the contract. Coverage for evenings, nights, weekends and holidays may be provided by

salaried on-call positions. Each position shall be staffed on a rotating seven (7) days on, seven (7) days off schedule. The salaried on-call positions shall provide the following on-call coverage:

- Work schedule: 7 days on followed by 7 days off
- Weekdays: 4:30 p.m. to 8:00 a.m.
- Weekends: 4:00 p.m. Friday to 8:00 a.m. Monday
- Holidays: 24 hour coverage
- Change of staff takes place at 8:00 a.m. Wednesday.

Compensation will be paid in the form of an annual salary, determined by multiplying the appropriate hourly rate by 2080. The position is exempt from overtime. An additional \$9256 will be added to the annual rate to cover all premiums. Certification pay premium is not included in this annual rate. Future adjustment to the lump sum will be negotiated. Annual leave and sick leave shall accrue each month. Each seven (7) day work schedule taken as annual leave shall result in eighty (80) hours being deducted from the annual leave accrual account. Each day of sick leave shall result in 11.43 hours being deducted from the sick leave account. Five (5) days per year are available to be taken as holiday time.

5. **After Hours Telephone Calls; Laptop Transfers.** As a general rule, employees are not expected to take patient or patient-related calls after their regular work day. Emergency calls should be referred to the on-call nurse for resolution. After hours telephone calls to or from doctors and patients and laptop transfers off the Employer's premises will be paid at the nurse's appropriate rate of pay.
6. **Assigned On-Call Duty.** Telephone time spent when assigned by the Employer to be "on call" will be paid at the nurse's regular rate of pay to the nearest fifteen (15) minutes, except for telephone calls occurring between 11:00 p.m. and 6:00 a.m. which will be paid to the nearest thirty (30) minutes. Home visits occurring during the time the nurse is on standby/call, including shift differential, shall be paid in accordance with the Agreement.

Subject to patient care considerations, the Employer will make a good faith effort to provide relief for a nurse who requests a day off or a change in the nurse's start time the following day where the nurse has been called out after 11:00 p.m. the previous night for a home visit. The nurse must notify the Employer not later than one and one-half (1 1/2) hours in advance of the nurse's scheduled day shift if making such a request.

7. **Personal Safety.** Personal safety training shall be included as part of the department's orientation for new nurses and shall annually be included as part of the in-service curriculum. Nurses are not expected to subject themselves to unreasonable risk of harm during the course of their duties. If an employee is concerned about personal safety in a particular situation, the employee should immediately call the employee's supervisor. In order to emphasize prevention, the Intake Worksheet in Home Health, Hospice and Home Infusion will be modified to include a section on safety concerns to alert visiting staff.

8. **Expense Reimbursements.** Nurses will be reimbursed for all patient related expenses such as all cell phone charges, pay phones, faxes and long distance phone charges from home, in accordance with Swedish Medical Center policy. This shall not apply if the Employer provides the required method for business communications (e.g. cell phones, pre-paid telephone cards, etc.).
9. **Technology Training.** Swedish Medical Center will provide nurses with any technology training related to patient care and documentation that the nurses need to perform their duties.

**SWEDISH MEDICAL CENTER**

**CRITICAL CARE COURSE LOAN ASSURANCE**

I, the undersigned \_\_\_\_\_

(insert employee's name)

agree to fulfill the financial and service obligations as outlined below.

1. **Loan**

I understand that upon completion of the Critical Care Course, I will owe Swedish Medical Center (Swedish Medical Center) a total sum of one thousand dollars (\$1,000).

2. **Service Requirements**

I hereby agree that I will remain employed as a professional nurse at Swedish Medical Center for a period of at least one (1) year after graduation from the course and until my loan has been repaid. If I voluntarily terminate my employment relationship with Swedish Medical Center or request an alternative employment arrangement that is unacceptable to the Swedish Medical Center, Swedish Medical Center will have the legal rights listed below. I also agree that if I drop out of the Critical Care Course before graduation, I will still have an outstanding loan based upon the time spent in the Program. In such event, the loan balance will be based upon the percentage of the course taken times \$1,000.

3. **Payback Provisions**

I understand that during the time I remain employed at Swedish Medical Center after my graduation from the Critical Care Course, my loan will be reduced at the following rate:

Hours Scheduled Per Week	Amount Loan Reduced Per Month
40	\$80
32	60
24	40
16	20
8	10

I understand that if I fail to be available to perform such service on the Critical Care Unit or Bone Marrow Unit (or as otherwise assigned), Swedish Medical Center shall be entitled to recover the full balance due and may withhold any funds or benefits I have accrued, i.e., termination pay, including accrued annual leave and/or final paycheck, to apply towards my unpaid debt. If there remains a loan balance due after application of the above-identified funds, any amount which Swedish Medical Center is entitled to recover shall be paid by me in monthly installments beginning thirty (30) days after the date of termination. The monthly installment payments shall be at the same rate as the payback provision schedule (e.g., if previously scheduled to work thirty-two (32) hours per week at date of termination, the monthly payment is \$60). I understand that interest on the balance due will begin upon termination of employment and the first installment will be due thirty (30) days from

termination. I will be billed for the installment, together with interest at the same percentage that is currently being charged by the Swedish Medical Center Credit Union at the time of my termination.

Failure to pay any installment when due will cause the entire loan balance to be accelerated and the entire loan balance will immediately become due and payable, no longer giving me the option to pay the loan off on a monthly basis.

4. **Conditions for Break in Service, Waiver and Cancellation**

I hereby understand that Swedish Medical Center will suspend the loan repayment obligation and extend the period for repayment during (1) any period of temporary physical disability that prevents me from working, or (2) if I am subject to any involuntary layoff.

Swedish Medical Center will cancel the repayment obligation (1) upon my death, or (2) where circumstances beyond my control prevents me from maintaining employment which would give me the financial resources to repay the loan, such as permanent or total disability or not being recalled from layoff or an act of God, or national emergency. If I am discharged for cause from Swedish Medical Center, any funds or benefits including termination pay, accrued annual leave and/or final pay checks will be applied to this loan with no further payments required.

5. **Change of Address and/or Name**

I agree to keep Swedish Medical Center advised of any change of address and/or name until such time as my total obligation is fulfilled.

6. **Certification**

I certify that if this loan is made, I will abide by the requirements and provisions of this loan repayment agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SWEDISH MEDICAL CENTER**

**PERIOPERATIVE NURSING CERTIFICATE PROGRAM  
LOAN ASSURANCE**

I, the undersigned \_\_\_\_\_  
(insert employee's name)

agree to fulfill the financial and service obligations as outlined below.

**1. Loan**

I understand that upon completion of the Perioperative Nursing Certificate Program, I will owe Swedish Medical Center (Swedish Medical Center) a total sum of two thousand dollars (\$2,000).

**2. Service Requirements**

I hereby agree that I will remain employed as a professional nurse at Swedish Medical Center for a period of at least one (1) year after graduation from the program at .9 FTE or greater status (thirty-six (36) hours per week or more, if it is available to me), until my loan has been repaid. If I voluntarily terminate my employment relationship with Swedish Medical Center or request an alternative employment arrangement that is unacceptable to the Swedish Medical Center, Swedish Medical Center will have the legal rights listed below. I also agree that if I drop out of the Perioperative Nursing Certificate Program before graduation, I will still have an outstanding loan based upon the time spent in the Program. In such event, the loan balance will be based upon the percentage of the course taken times the initial cost of the program.

**3. Payback Provisions**

I understand that during the time I remain employed at Swedish Medical Center after my graduation from the Perioperative Nursing Certificate Program, my loan will be reduced at the following rate:

Hours Scheduled Per Week	Amount Loan Reduced Per Month
40/36	\$170

I understand that if I fail to be available to perform the services for which I have been trained under the program, Swedish Medical Center shall be entitled to recover the full balance due and may withhold any funds or benefits I have accrued, i.e., termination pay, including accrued annual leave and/or final paycheck, to apply towards my unpaid debt. If there remains a loan balance due after application of the above-identified funds, any amount which Swedish Medical Center is entitled to recover shall be paid by me in monthly installments beginning thirty (30) days after the date of termination. The monthly installment payments shall be at the same rate as the payback provision schedule. I understand that interest on the balance due will begin upon termination of employment and the first installment will be due thirty (30) days from termination. I will be billed for the installment, together with interest at the same percentage that is currently being charged by the Swedish Medical Center Credit Union at the time of my termination. Failure to pay any installment when due will cause the entire loan balance to be accelerated and the entire loan balance will

immediately become due and payable, no longer giving me the option to pay the loan off on a monthly basis.

4. **Conditions for Break in Service, Waiver and Cancellation**

I hereby understand that Swedish Medical Center will suspend the loan repayment obligation and extend the period for repayment during (1) any period of temporary physical disability that prevents me from working, or (2) if I am subject to any involuntary layoff.

Swedish Medical Center will cancel the repayment obligation (1) upon my death, or (2) where circumstances beyond my control prevents me from maintaining employment which would give me the financial resources to repay the loan, such as permanent or total disability or not being recalled from layoff or an act of God, or national emergency. If I am discharged for cause from Swedish Medical Center, any funds or benefits including termination pay, accrued annual leave and/or final pay checks will be applied to this loan with no further payments required.

5. **Change of Address and/or Name**

I agree to keep Swedish Medical Center advised of any change of address and/or name until such time as my total obligation is fulfilled.

6. **Certification**

I certify that if this loan is made, I will abide by the requirements and provisions of this loan repayment agreement.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## SWEDISH MEDICAL CENTER

### PER DIEM NURSE GUIDELINES

#### **Definition.**

A nurse hired to work on an intermittent basis or during any period when additional work of any nature requires a temporarily augmented work force or in the event of an emergency or employee absenteeism.

#### **Qualifications.**

1. Current Washington State RN license.
2. Successful completion of one (1) year experience in an acute care setting.
3. Ability to function independently and competently within specified clinical grouping.
4. Current experience meets hospital/unit needs with minimum orientation.

#### **Expectations.**

1. Per diem nurses must be available a minimum of three (3) scheduled shifts or 24 hours per month or the equivalent providing documentation of skills is provided upon request. Managers will identify shifts for which per diem nurses are needed and then per diem nurses will give availability based on that list. If the manager fails to provide a list, then the per diem nurses may make themselves available for any shift.
2. Per diem nurses must be available to work one of the following holidays: New Year's Day, Thanksgiving Day or Christmas Day, during a holiday season (November 15 – January 2).
3. Per diem nurses may choose to work on consecutive weekends. The premium pay for working a second weekend shall not apply to per diem nurses (9.7).
4. Per diem nurses will be cancelled prior to regular staff in the event of a decrease in census or unit activity (8.12).
5. Per diem nurses may be released from work prior to the end of their shift in the event of a decrease in census or unit activity.
6. Per diem nurses will assure that the Director or the Nursing Resource Office has a current telephone number.
7. All overtime needs prior approval from the Director.
8. Per diem nurses scheduled for shifts are committed to work and, therefore, should honor all commitments.
9. Failure to meet these guidelines may result in termination.

I have read and understand these guidelines.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SWEDISH MEDICAL CENTER  
SEIU HEALTHCARE 1199NW  
LETTER OF UNDERSTANDING**

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**SWEDISH MEDICAL CENTER  
SEIU HEALTHCARE 1199NW  
LETTER OF UNDERSTANDING**

During negotiations that resulted in the 2008 - 2011 Agreement between the parties, certain additional understandings were reached. This letter will serve to memorialize those understandings.

**1. Delegation of Tasks.** The parties acknowledge that the professional staff nurse is responsible for determining to whom to delegate a task, based on patient assessment. As provided for in the Nurse Practice Act (RCW 18.88), a nurse may only delegate a task (including medication administration) to unlicensed personnel in situations where it can be performed safely and competently.

**2. Pay Check Errors.** It is recognized that the nurse is responsible for completing his or her time card accurately according to Swedish Medical Center policy. When an error is made by the Employer of four (4) hours or greater, the Employer will provide the employee with a corrected amount via direct deposit within two business days. If the Employer error is for less than four (4) hours, then the nurse will receive the corrected amount in the next pay cycle. Notice of errors must be submitted in writing to the Payroll Department by the employee's manager.

Employee errors will be corrected on the next full pay cycle provided the notice of errors is submitted in writing to the Payroll Department by the employee's manager no later than one week following the pay period in which the error occurred.

**3. Bulletin Boards.** The Union agrees that materials to be posted on cafeteria bulletin boards must be approved by the Employer prior to posting.

**4. Work Day.** The normal work day referred to in Section 9.1 is intended to include scheduled shifts of less than eight (8) hours in duration when required by the dictates of the particular clinical service (ex. Tumor Institute).

**5. Family Leave; Bereavement Leave.** For definitional purposes, the term "domestic partner" when used in this Agreement will be based upon the City of Seattle definition.

**6. Seniority.** Prior to ratification of the 1994 - 1997 Agreement, all Swedish Medical Center registered nurses accrued seniority for bargaining unit purposes whether they were in or outside the bargaining unit. This previously accrued seniority shall be retained for all of these employees. Effective June 7, 1994, seniority will only accrue while a registered nurse is in the bargaining unit. If a nurse leaves the bargaining unit, all previously accrued seniority shall be retained, but no additional seniority shall accrue outside the bargaining unit. Should a nurse working outside the bargaining unit wish to return to the bargaining unit without a break in service, the nurse shall be entitled to utilize those seniority hours previously accrued for contract purposes.

Prior to the year 2000 strategic alliance, all Cherry Hill Seattle Medical Center (PSMC) registered nurses accrued seniority for bargaining unit purposes whether they were in or outside the bargaining unit. The Union and the Swedish Medical Center agree that registered nurse seniority accrued at PSMC up to June 7, 1994, shall be retained by all non-bargaining unit PSMC nurses on the same basis as Swedish non-bargaining unit registered nurses. Should a former PSMC nurse working outside the bargaining unit in any capacity wish to enter the bargaining unit without a break in service, the nurse shall be entitled to utilize those seniority hours accrued prior to June 7, 1994, for contract purposes.

**7. Past Practices.** The intent of the third sentence of Section 21.3, Past Practices, is that if there is a past practice that previously applied to all Swedish Medical Center employees, the practice won't be changed to the detriment of the 1199NW bargaining unit, while it remains in effect for the other Swedish Medical Center employees.

**8. Expanded Hours of Work on a Specific Shift and Unit.** It would be the intent of the Employer that ongoing increased hours of work on a specific unit and shift that are not the result of temporary leaves, vacancies, scheduling requests for time off, or seasonal peaks in patient volume or acuity would be made available for current staff on the specific unit and shift to increase their FTE in accordance with 6.9.

**9. Skill, Competence and Ability.** Where utilized in this Agreement, the term "skill, competence and ability" is intended to include a nurse's prior experience as a registered nurse.

**10. Traveler Nurses.** Travelers shall not accrue seniority while employed as a traveler at the Swedish Medical Center.

**11. Recall Procedure.** The "specified recall procedures" referred to in Section 8.10 will be discussed with the Union and all affected nurses will be notified of the procedures in writing.

**12. Mutual Commitment.** For the duration of this Agreement, Swedish Medical Center and the Union desire to work together to ensure the long term stability of Swedish. In order to maximize the ability of employees to work in a stable environment, Swedish Medical Center pledges that it will not seek to reach its financial goals through cyclical layoffs. While this assurance does not restrict the ability of Swedish Medical Center to make changes in programs or services that impact jobs, or layoff employees as a result of an acquisition or merger, it does commit Swedish Medical Center to find means other than cyclical layoffs in order to achieve its financial goals. The Union, Swedish Medical Center and each member of the Swedish Medical Center team, employees and management alike, are fully committed to use their best efforts to provide the highest quality patient care, maintaining a long term sense of security, and ensuring that Swedish Medical Center is the premier healthcare provider in the Northwest.

**13. Retraining (Critical Care/Specialty Areas).** For the purpose of providing adequate staffing, filling vacancies, and for the retention of nurses, the Employer will provide a retraining program for nurses to work in designated shortage areas where vacancies exist. To be eligible for

this retraining program, the nurse must meet the minimum clinical qualifications based on established criteria for that position. The positions will be posted as provided for in Section 6.10 of the collective bargaining agreement. Training for nurses will be provided on paid time at the nurse's regular rate of pay with the nurse's complete benefit package and accrual rate for up to twelve (12) weeks. The actual training commitment will be based on recognized Swedish Medical Center standards for training to the particular area. These retraining commitments will be determined by the Swedish Medical Center based on quality, efficiency and cost effectiveness. This commitment does not apply to Section 8.6, Low Seniority Roster, or 8.7, Orientation. Employees participating in this retraining program, who receive six (6) or more weeks of formal training, must commit to twelve (12) months of employment after completion of training in that position. Nurses choosing to leave prior to completion of the twelve (12) month period will forfeit their accrued annual leave.

**14. FSS Nurses - Grandfathered Employees.** Grandfathered current FSS incumbents as long as they continue to accept assigned work as per prior FSS understanding. This commitment will include prior FSS nurses who have been reassigned to the Med-Surg Float Pool as identified in the attached listing. Flexible Staffing Service nurses referred to in the Swedish Medical Center's proposal deleting prior Section 10.8 to be included in a letter of understanding who will retain the prior Flexible Staffing Premium on a "Grandfathered" basis:

Anderson, Jacquie	Grio, Marilyn
Balagot, Anna-Marie (Med-Surg Float Pool)	Hussein, Salih (Med-Surg Float Pool)
Carlyle, Nancy	Moritz, Lisa
Graling, Mary	(Med-Surg Float Pool)
	Nicoulin, Betty

**15. Vacation Scheduling.** Once a vacation has been approved, it would be the Employer's objective and intent thereafter not to change or cancel that vacation. This understanding is subject to emergencies beyond the Employer's control where, in the judgment of the Employer, patients would go without care.

**16. Safety Committee and Safe Patient Handling Subcommittee**

**The Safety Committee**

The objective of this committee is to develop, implement and evaluate the overall environment of care safety program and the incident/accident/injury prevention program; to identify hazardous conditions, unsafe practices or trends, and recommend plans for improvement; and to maintain and report safety hazards to appropriate regulatory agency. The Union shall appoint six (6) employees representing each campus and Home Care Services and the Employer will have managers representing all campuses. The Committee will meet at least monthly. The Union and the Employer agree to share any information they may have concerning injury prevention programs at other hospitals in order to facilitate the Committee's action plan.

The Employer and the Union are committed to working together in the Safety Committee

and Safe Patient Handling Subcommittee to evaluate the environment of care performance data, number of injuries, lost work days, and employer worker compensation and medical costs, caused from manual lifting and transferring patients and other non-clinical events, and to work together to reduce such injuries and safety hazards.

### **Safety Patient Handling**

In addition, Swedish will maintain a Safe Patient Handling subcommittee with membership representation in compliance with Washington State Engrossed House Bill (EHB) 1672 (Chapter 165, Laws of 2006). The purpose of the committee is to design and recommend the process for implementing a safe patient handling program. At least half of the members of the safe patient handling committee shall be frontline nonmanagerial employees who provide direct care to patients. Bargaining Unit participants will be appointed by the Union.

Acknowledging that back, neck and shoulder injuries are some of the most prevalent occupational hazards for employees, management agrees to continue its comprehensive ergonomic and injury reduction program.

**17. Parking.** There will be no increases in Parking rates for the remainder of 2008.

The Union and the Swedish Medical Center will create a special task force within forty five (45) days to:

- Work with transportation authorities to advocate for services that meet employee needs
- Review current parking, transportation policies, regulatory requirements, security issues and procedures and make recommendations for improvement including measures to assist employees whose shift hours prevent them from accessing public transportation.

**18. Medical Telemetry Multi-Campus Cross Campus Assignments.** Campus assignment and scheduling for Medical Telemetry Multi-Campus Unit will follow these procedures:

1. Employees will be assigned to a home campus. The procedure for making home campus assignments shall be according the contract language governing selection processes for positions.
2. Assignment off home campus shall not be a strategy for routine staffing and shall be minimized. When there is a need to assign staff off the home campus the following will apply:
  - a. Volunteers will be sought first. If there are no volunteers, assignments off the home campus shall be rotated starting with the least senior bargaining unit employee as per Floating provisions of Article (Service 8.3 Volunteers, and RN 7.5.2 Volunteers).

b. All employees required to be assigned off their home campus in the unit shall be adequately cross trained on both campus such that they are familiar with procedures on each campus and are able to provide appropriate levels of care or quality services.

c. To optimize patient safety and achieve Swedish Medical Center standards for face to face patient handoffs, mid-shift reassignment shall be minimized and not used for routine staffing. Mid shift reassignment should not occur when there is available staff (i.e. float pool) to assume assignments on the affected campus. Use of mid-shift reassignment for RN and Service employees shall be evaluated by the Medical Telemetry unit staffing committee on a quarterly basis.

**19. Voluntary Political Action Fund Deductions.** In consideration for the Employer's Agreement regarding voluntary PAC Fund deductions, the Union agrees that neither bargaining unit nurses nor Union representatives will solicit for political action fund deductions in patient care areas nor will there otherwise be any disruption to patient care.

The parties recognize that the Union is obligated under the Federal Election Campaign Act ("FECA") to reimburse Swedish for its reasonable cost of administering the Healthcare Leadership Fund check off in the parties' collective bargaining agreement. Swedish and the Union agree that one-quarter of one percent (.25%) of all amounts checked off is a reasonable amount to cover Swedish's costs of administering this check off. Accordingly, the parties agree that Swedish will retain one-quarter of one percent (.25%) of all amounts deducted pursuant to the Healthcare Leadership Fund check off provision in the parties' collective bargaining agreement to reimburse Swedish for its reasonable costs of administering the check off.

**20. Preceptor Program.** In order to provide consistency and continuity in the preceptor training program, the Employer will attempt, to the extent practical, to place the preceptor and preceptee on the same schedule. The parties recognize that the Employer's efforts may be affected by differing FTEs, vacations, illness, other absences or the training classes for the preceptee.

To the extent feasible, the Employer will make a good faith effort not to float a preceptor while the preceptor is precepting a nurse during the clinical orientation phase that includes one-to-one precepting of a resident nurse.

**21. Dependability Policy.** The Swedish Medical Center agrees that the following absences will not count as occurrences under the Employer's Dependability Policy:

- \* Family Care Leave
- \* FMLA Leave
- \* Time loss for workers comp
- \* Any reasonable accommodation for a qualifying disability
- \* Pre-approved scheduled absences

**22. Joint Labor Management Action on Health Care Issues.** The parties recognize that decisions made by elected officials and policy makers in Olympia and Washington, D.C. can have a significant impact on the financing of health care and how care may be delivered at Swedish Medical Center. The parties further agree that one effective way to advocate for a better health system is to work in partnership on issues of common concern and interest. Swedish Medical Center Senior Leadership and SEIU Healthcare 1199NW Leadership agree to meet on a semi-annual basis to discuss health care policy issues and to determine if there is interest in developing joint action plans on any issues of common concern. If so, these issues will be referred to the Labor-Management Committee for specific planning and implementation.

**23. Vacation Donation for Negotiations.** Nurses will be able to donate vacation hours to a vacation donation pool for use by the Union's negotiating team during negotiations as follows:

1. All members of the Union's bargaining unit may donate earned vacation/annual leave hours to a common pool, out of which members of the Union's negotiating team will be able to draw at their regular rate of pay to make up for wages lost through participation in bargaining sessions. Hours paid from the vacation pool will be paid as vacation time and will accrue benefits for the recipients.

2. Management will collect the donated vacation hours into the pool, and disburse them as additional hours to the normal paychecks received by negotiating team members. This process will be separate from the timecard-payroll online system, and will rely on electronic Excel spreadsheets; no cost center will be needed for the purpose. After each payout from the pool, HR will provide to the Union an accounting of the hours disbursed and the hours remaining in the pool, including the balance remaining of each donor's pledged hours.

3. Only those donated hours authorized by the Union for payouts will be deducted from donors' vacation banks. At the end of the bargaining process, any vacation hours pledged by a donor which are not paid out to cover lost wages will remain in that donor's vacation bank.

4. The Union will be responsible for providing management the following:

a. A signed authorization from all RN donors, modeled on the Swedish Medical Center Vacation/Annual Leave Donation form language, with the additional clarification that the donor is entering an agreement with the Union and also authorizing Swedish Medical Center to debit the donated hours from the RN's vacation bank. The authorizing language on the Union's petition reads as follows:

By signing this petition, I agree with our union 1199NW to donate no less than four\*(4) vacation hours to help our nurse negotiators with missed shifts as a result of negotiations and I authorize Swedish Medical Center to deduct these hours from my vacation bank.

\* Hours not needed by nurse negotiators will not be charged.

Donors' names will be both printed and signed. A copy of the authorizing signatures will be provided to the Swedish Medical Center on numbered signature pages and numbered lines for ease of verification.

- b. An Excel spreadsheet of all donors, the page and line number of their signatures, employee identification numbers, and the number of hours authorized for donation (minimum of four [4] hours) will be provided to the Employer. Additional columns will be included to show the number of hours approved for debiting for each bi-weekly payout. Data needs to be submitted to the Human Resources Department by the second Tuesday of the pay period for it to be paid on the next regularly scheduled payday.
  - c. For each payout, Swedish Medical Center will need an Excel spreadsheet of all negotiating team members who are to receive payments from the pool, employee identification numbers and the number of hours to be paid. This must be received in payroll by noon on the Thursday before the end of the PP. For future negotiations, the Swedish Medical Center will provide the Union with advance notification of the appropriate payroll periods. There will be no individual exceptions for requests for payouts which do not meet this deadline. The biweekly payouts will continue as long as needed to cover all bargaining dates, or until the pool is depleted.
5. Additionally, we have agreed on the following points:
- a. Donated time will take priority over the donor's own time for purposes of vacation requests.
  - b. Donated hours will be paid out as hours, and will not be converted to dollars prior to payout.
  - c. The Union will work with the Swedish Medical Center payroll manager to format the Excel spreadsheets.
  - d. Donated time will be charged against the negotiating team member's home department.

**24. Recognition for Patient Care Employees Who Become RNs.** The following understanding shall apply to an employee's base pay adjustment when a Swedish employee becomes licensed and transfers from one patient care job classification to a registered staff nurse position. In such case, the employee will be placed at the base rate of pay on the RN wage schedule. If the employee's prior wage rate was higher than the RN base rate, the employee will be placed on that step of the RN wage schedule that is closest to the employee's prior wage rate and provides for an increase in rate of pay,

providing that in the opinion of the Employer the employee has substantial and relevant professional or technical skills in another patient care job classification. Only experience at Swedish will count in this determination. This provision does not apply to external hires. The employee will move to the next longevity step upon completion of 1664 hours of work or twelve (12) months from the transfer date, whichever comes last (Section 5.10)

**25. Union Organizing.** Absent unexpected circumstances, Swedish Medical Center's (Swedish Medical Center) philosophy is that on occasions where non-represented employees seek representation by SEIU Healthcare 1199NW, each employee in the group being organized is given the opportunity to make an informed decision through a voting process as agreed upon by both Swedish Medical Center and the Union. Swedish Medical Center and the Union will determine the appropriate bargaining unit. Swedish Medical Center will provide information to employees when requested by an employee regarding their rights under federal law, may respond to factual inaccuracies should that occur, and answer any other related employee questions without offering an opinion for or against union representation.

**26. Paid Release Time for Negotiations.** For contract renegotiation occurring in the year 2011, Swedish Medical Center will provide twelve hundred (1200) hours of paid release time for the Union's negotiating committee. These monies are intended to supplement the bargaining unit's vacation donations to negotiating team members.

**27. Prime Time Vacation Scheduling.** Acknowledging that annual leave is important to both the health and well being of nurses and to nurse retention, it is agreed that if requested and approved, nurses should receive unbroken consecutive days of prime time annual leave. It is not the responsibility of the nurse to find coverage for approved annual leave.

To facilitate this objective by January 1 of each year, management will post a blank schedule covering the entire prime time period of June 1 through September 15. Staff will be listed, ranked by seniority, for each shift. Guidelines stated in Section 12.2.1 will be posted. The purpose of this posting is for informal communication of plans, so that nurses can view the requests of those with higher seniority. Nurses must still submit requests in writing to their manager as provided for in Section 12.2.1. In the event there are conflicting requests, then the same vacation period may not be granted to the same person annually so that equitable access exists in obtaining vacation time.

After the February 15 deadline for requests, management will post a preliminary (temporary) prime time schedule by March 1 with requested annual leaves filled in and needed coverage indicated. Nurses will then, on a voluntary basis, work to cover open shifts and even out the core numbers. Options include, but are not limited to, pre-scheduling per diem nurses, picking up extra shifts, and trades between nurses. The temporary schedule will be taken down by March 10 with a final schedule posted on March 15. Final approval of vacations, trades and replacements will be the responsibility of the Manager. Staff with denied vacation requests will be provided rationale.

On larger units, or any units where coverage is particularly challenging, a vacation work group consisting of staff RNs, other staff, the manager, and unit scheduler may be formed to assist with this process. This work group may develop other innovative methods for increasing vacation coverage.

**28. Pharmacy Benefit Manager.** In the event that the Employer changes PBM's, the Union and Management will work collaboratively concerning the selection of the PBM.

**29. Accumulation Cap on Pay Check.** Effective no later than the first pay period in January 2005, the employee's maximum two times (2x) accumulation cap will be displayed on the employee's pay check.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION

\_\_\_\_\_  
Rod Hochman, M.D., Chief Executive  
Officer

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Diane Sosne, RN, President

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Date)

**MEMORANDUM OF AGREEMENT #1**  
**Between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**

**APPLIES TO REGISTERED NURSES, SERVICE AND MAINTENANCE AND TECHNICAL UNITS**

**1. Maintenance of Benefits.** The Swedish Medical Center agrees that during the term of this Agreement it will not reduce the current level of medical plan benefit coverage provided in the Standard Plan, nor raise the cost to employees by increasing co-payments, deductibles, co-insurance, or out-of-pocket maximums. This commitment shall not apply to administrative changes (including physician panels) that may occur to the plan.

For pharmacy co-pay, the cost of a ninety-day (90) supply of all three tier drugs filled at Swedish pharmacies will be maintained at a “3 months” for 2 months discounted co pay level.

Out of pocket maximums for in-network services are \$2,000 for an individual and \$4,000 for a family.

**2. Contract Term.** Beginning with the 2008 contracts, Swedish will agree to negotiate all three collective bargaining agreements (RN, Service & Maintenance, Technical units) simultaneously. Following negotiations, the parties agree to discuss the 2008 bargaining process to assist in planning for 2011 negotiations. This will include recommendations for a more streamlined and efficient process.

**3. Mental Health Parity.** Effective January 1, 2007, Swedish's self insured benefit plans shall include mental health benefits that are at least equal to the terms and conditions of member health benefits as mandated by the Mental Health Parity Law of 2005, substitute House Bill 1154.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION

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Rod Hochman, M.D., Chief Executive  
Officer

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Diane Sosne, RN, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **MEMORANDUM OF AGREEMENT #2**

**Between  
SWEDISH MEDICAL CENTER  
and  
SEIU HEALTHCARE 1199NW**

### **ADDITIONAL FACILITIES**

#### **LETTER OF UNDERSTANDING**

Swedish Medical Center unless superseded by law agrees that:

- (a) if Swedish Medical Center builds or opens a new facility and Swedish Medical Center is the legal employer of the employees, the employees at that facility who perform the same or similar work to that which is covered by this Agreement will be covered by the terms of this Agreement and will be included in the bargaining unit covered by this Agreement;
- (b) if Swedish Medical Center acquires an existing operation and some of the employees at that facility are represented by SEIU Healthcare 1199NW, then all such employees at that facility who perform the same or similar work to that which is covered by this Agreement will be covered by the terms of this Agreement and will be included in the bargaining unit covered by this Agreement if the acquired operation is in King, Snohomish, or Pierce, County. The parties will promptly meet to bargain the terms and conditions of employment of employees at that facility who are represented by SEIU Healthcare 1199NW who do not perform the same or similar work to that which is covered by this Agreement. In the event the acquired operation is located elsewhere, Swedish Medical Center agrees to immediately recognize SEIU Healthcare 1199NW as the representative for the employees already represented by the Union, and will promptly meet to bargain the terms of employment for covered employees;
- (c) if Swedish Medical Center acquires an existing operation and some of the employees at that facility are represented by another union or are unrepresented, the Employer will cooperate fully with the Union to determine promptly and efficiently whether accretion is appropriate under established principles of labor law, and if so, to effectuate it. Following an accretion the parties will promptly meet to bargain any outstanding issues;
- (d) if Swedish Medical Center acquires an existing operation and some of the employees at that facility are represented by another union or are unrepresented and an accretion is not appropriate, the parties agree to be bound by the Neutrality Agreement below. In the event the Union files a representation petition with the NLRB, Swedish Medical Center will agree to have the case processed through the NLRB Consent Election procedures;
- (e) The preceding provisions apply to Swedish Medical Center employees of any facility which becomes part of the Swedish Medical Center healthcare operations during the term of this Agreement, including but not limited to a hospital, urgent care facility, clinic, or ambulatory

surgical center. These provisions do not apply to the operation of a facility for which Swedish Medical Center is a not the employer, or where Swedish Medical Center is a joint employer with some other entity, and does not exercise authority over terms and conditions of employment;

- (f) In the event the new facility or acquisition is geographically located in a significantly different market such that an economic adjustment based on market conditions is necessary to maintain competitiveness, the parties will promptly meet to bargain such market adjustment in wages, hours and working conditions.

## **Neutrality Agreement**

The parties establish the following rules for the purpose of ensuring an orderly environment for the exercise of the rights of employees under Section 7 of the National Labor Relations Act.

1. Swedish Medical Center (including its administrators, supervisors, agents and other representatives) will remain neutral and will not oppose attempts by employees to organize or select a collective bargaining representative and will not take any action or make any statement that degrades unionization, promotes “no union” as a choice in the election or that directly or indirectly states or implies any opposition by the Employer to the selection by employees of the Union, or preference or opposition to any particular union as a bargaining representative. Swedish Medical Center will provide information to employees when requested by an employee regarding their rights under federal law, may respond to factual inaccuracies should that occur, and answer any other related employee questions without offering an opinion for or against union representation;
2. In the event the Union files a petition with the National Labor Relations Board: a.) Swedish Medical Center will immediately provide the Union with a current roster of employees including name, job title, department, work location, home address and most recent date of hire; and b.) Swedish Medical Center will provide the Union with access to non-work areas of its facilities for the purpose of communicating with employees on non-work time;
3. The parties agree that any disputes over the interpretation or application of this Agreement shall be submitted to expedited arbitration before an impartial arbitrator. The decision of the arbitrator shall be final and binding upon the parties. Should the parties be unable to agree upon an impartial arbitrator, then the impartial arbitrator shall be chosen from a list of seven (7) arbitrators submitted by the American Arbitration Association, pursuant to its rules for expedited arbitration, upon the written request of either party. The parties shall request that the list of arbitrators contain only names of individuals familiar with labor law and with experience in the field of arbitration. It is understood and agreed between the parties that the impartial arbitrator shall not have the power to add to or subtract from, or modify any of the terms of this Agreement. The fees of the impartial arbitrator and administrative expenses shall be shared equally between the parties. Each party shall pay its own counsel. The arbitrator's authority shall be limited to resolving the dispute, and issuing a cease and desist order, or other forms of injunctive relief, but does not include delaying, postponing or otherwise affecting the normal NLRB election process.

4. Swedish Medical Center is not expected or required under this agreement to take any action that is prohibited by the NLRA.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION

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Rod Hochman, M.D., Chief Executive  
Officer

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Diane Sosne, RN, President

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Date

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Date

**MEMORANDUM OF AGREEMENT #3**  
**Between**  
**SWEDISH MEDICAL CENTER**  
**and**  
**SEIU HEALTHCARE 1199NW**  
**HEALTHCARE RETIREMENT FUND**

SEIU Healthcare 1199NW and Swedish Medical Center have a joint commitment to address the retirement security needs of bargaining unit employees in light of a volatile and uncertain pension environment. Swedish Medical Center and SEIU Healthcare 1199NW agree to partner with the SEIU International Union and other interested employers to continue to jointly study a healthcare Taft-Hartley retirement plan.

Swedish Medical Center and SEIU Healthcare 1199NW along with other employers will reconvene a series of meetings during the term of this Agreement to further investigate a Healthcare Retirement Fund with a plan design that manages risks and costs for both employers and employees and creates a plan for more effective and predictable planning toward retirement security.

Assuming a new plan is developed, the employer and the union will engage in good faith bargaining on this issue, in the next round of contract bargaining.

SWEDISH MEDICAL CENTER

SEIU HEALTHCARE 1199NW, HOSPITAL  
AND HEALTH CARE EMPLOYEES UNION

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Rod Hochman, M.D., Chief Executive  
Officer

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Diane Sosne, RN, President

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Date

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Date

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